ATTACHMENTS

Resignation - Mayor's International

Rajer, Mary

From: Donald Silvis <dhsilvis@gmail.com>
Sent: Tuesday, June 21, 2016 3:10 PM
To: Rajer, Mary
Subject: Tonights meeting

Dear Mary,

Please excuse me from the meeting tonight. I'm still dealing with pain in my hip after an MIR and an epidural. Most likely, I need to go in for a second epidural.
At this time because of my physical condition, I need to send in my resignation from the committee.

It was an enjoyable experience working with each of the committee members and if there are any stipulations I need to fulfill, please let me know.
Give my greetings to all and have an eventful summer.

Sincerely,
Don Silvis

City of
Sheboygan
spirit on the lake.

July 5, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Mayor's Neighborhood Leadership Cabinet for the Indiana Corridor Neighborhood Association:

NAME	APPOINTED	EXPIRES
DEAN DEKKER (PRIMARY)	07/05/2016	04/30/2017
PETER SJOLLEMA (ALTERNATE)	07/05/2016	04/30/2017

MICHAEL J. VANDERSTEEN, MAYOR

II

R. O. No. - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting various license applications ALREADY ISSUED.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3205	Anglers Ave. Tournament Cir.	510 S Pier Dr. - three-day event to be Held 7/2/16 to 7/4/16 to include east area of 510 S. Pier Dr. by Redevelopment Authority approval.

Consent

II

2.3

UPDATED COPY

R. O. No. ____ - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting various license applications.

City Clerk

TEMPORARY "B" BEER LICENSE

No.	Name	Address
3205	Anglers Ave. Tournament Cir.	510 S. Pier Dr. - three-day event to be Held 8/19/16 to 8/21/16 to include east area of 510 S. Pier Dr. for fishing tournament.
3195	Chamber of Commerce	802 Blue Harbor Dr. - one-day events to be Held 8/1/16 & 8/16/16 at the Spacesport bldg.

TEMPORARY BEVERAGE OPERATOR LICENSE

No.	Name	Address
1093	Cobb, Caitlin M.	58 Hickory Dr., Cedar Grove
1082	Hugdahl, Devon O.	1613 S. 9th St.
4253	Najacht, Jaime L.	820A Pennsylvania Ave., #204
1092	Leffin, Mollie R.	882 Iroquouis Trl, Sheb. Falls
0439	Van De Kreeke, Michael A.	2103 Waverly Ct.
7971	Walecka, Mark J.	1811 S. 12th St.

Consent

/

Acc File

II

R. O. No. - 16 - 17. By BOARD OF WATER COMMISSIONERS. July 5, 2016.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners informs the Common Council that it intends to apply to the Wisconsin Department of Natural Resources for principal forgiveness funds in the amount of $300,000 through the Safe Drinking Water Loan program to use for replacing lead service lines (LSL) on private property for projects resulting in full LSL replacements. There are no loan funds associated with this application. The Board intends to apply for funds during the full extent of the WDNR's LSL program, anticipated to be available in 2017, 2018, and 2019. Overall the funds will be targeted toward water main construction projects and other situations with the largest positive impact on public health.

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

III

R. O. No. _____ - 16 - 17. By TRANSIT. July 5, 2016.

Your Commission met and discussed Res. No. 46-16-17 by Alderperson Wolf supporting the Wisconsin Department of Transportation request to transfer Federal Congestion Mitigation and Air Quality funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan; recommends that the Resolution be passed.

Consent

_____
Transit

III

5.5

Res. No. 46 - 16 - 17. By Alderperson Wolf. June 20, 2016.

A RESOLUTION supporting the Wisconsin Department of Transportation request to transfer Federal Congestion Mitigation and Air Quality funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan.

WHEREAS, the Wisconsin Department of Transportation is allocated Federal Congestion Mitigation and Air Quality (CMAQ) grant funds for emission reduction surface transportation projects in Non-Attainment and Maintenance Areas in the State of Wisconsin; and

WHEREAS, the Wisconsin Department of Transportation has awarded the City of Sheboygan CMAQ funds in the amount of $1,440,000 through a competitive process to partially fund public transit projects; and

WHEREAS, CMAQ funds allocated for transit projects require a transfer of the funds from the Federal Highway Administration to the Federal Transit Administration; and

WHEREAS, the Wisconsin Department of Transportation will request the transfer of funds; and

WHEREAS, the City of Sheboygan intends to apply the CMAQ funds to purchase of revenue vehicles.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan supports a request by the Wisconsin Department of Transportation to transfer $1,440,000 of CMAQ funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan to fund 80% of the cost of purchase of revenue vehicles.

Transit

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 46-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018)

Consent

No.	Name	Address
1365	Alten, Jennifer N.	1416A New York Ave.
7927	Altwies, John H.	2103A S. 7th St.
1394	Balma, Nicholas R.	2903 S. 8th St.
1041	Batt, Lisa M.	2725 S. 17th St.
1277	Behr, Kayla C.	2312 N. 7th St.
8495	Beinemann, Jesse P.	2840 Cty Trk. V.
1324	Beninghaus, Trenton R.	1522 N. 9th St.
1325	Born, Christy L.	2326 S. 11th St.
4823	Borth, Jamie L.	1640 Main Ave.
1374	Brown, Shannon O.	4443 Lilac Ct., #W108
1345	Bruinooge, Taylor A.	3404 N. 8th St.
1386	Brunette, Ashley N.	4901 S. 15th St.
1310	Dean, Shane M.	1724 S. 21st St.
*1436	Dekker, David J.	1731 Plainwood Dr. **WITHDRAWN - FILE**
1438	Easton, Angela M.	1579 W.Portview Dr.,#103Port Wash.
1271	Farmer, Brandon L.	1340 Pershing Ave.
1375	Felipez, Hayden	830 N. Water St.
1328	Fisher, Brandon T.	4331 Moenning Rd.
1276	Heinecke, Brooke A.	704 Woodview Ave.
1273	Jaishi, Kabita	916 Mulberry Ln., Kohler
*1422	Jakum, Terri L.	2640 Black Fox Ct.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

1314	Johnston, Kristen D.	1608A N. 11th St.
*1366	Kaplan, Joshua M.	1408 Meadow Lane #H, Oostburg

***grant with instructions to correct the application**

1364	Kasprzak, Kimberly M.	1828 S. 13th St.
4734	Kilty, Jennifer L.	1623 N. 13th St.
1432	Klessig, Kurt R.	1731 S. 13th St.
*1309	Knudson, Nicole L.	1820 N. 7th St.

***grant contingent upon the application being corrected, and with a warning to include all violations on future application.**

1315	Konecke, Steven F.	520 Center Ln., Kohler
1427	Lee, Eva M.	354 N. Redding Cir, Belgium
1405	Leibl, Katherine D.	4730 Willow Creek Ln.

7938	Lester, Elsa	1539 N. 20th St.
1284	Mack, Tamieka M.	950 Weeden Creek Rd.
1164	McCoy, Karin	932 Ontario Ave.
1421	Meyer, Jessica M.	3320 S. 11th Pl.
1383	Nunn, Stacey B.	2428 Camelot Blvd, #101
1424	Nytsch, Jayde Elizabeth	2510 N. 15th St.
0108	Ranieri, John M.	2017 N. 6th St.
1285	Roehre, Hayley L.	64 West St., Elkhart Lake
1381	Roth, Heather V.	908 Bell Ave.
1410	Schlenvogt, Paul D.	620 St. Clair Ave., #103
*1395	Schmidt, Courtney M.	929 High Ave.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

1385	Schnell, Tristan L.	3012 Geele Ave.
1308	Scholz, Heidi J.	620 S. 8th St., #204
1360	Stewart, Daryl W.	1412 N. 4th St.
1372	Stroo, Richard A.	2219 Terrace View, #2B
6325	Thompson, Susan R.	1615 Spruce Ct.
1299	Wanner, Rebecca A.	908 Lincoln Ave.
1348	Wilmot, Laurin N.	3609 Granite Rd.
1429	Zory, Jon T.	1412 Geele Ave.

BEVERAGE OPERATOR'S LICENSE (RENEW)(June 30, 2018)

No.	Name	Address
0631	Abraham, Caitlin R.	1834 Geele Ave.
5930	Alten, Candace A.	1327 N. 13th St.
0564	Atkinson, Wendy J.	1256 Kaufmann Ave.
9783	Bakewell, Brianna L.	1919 N. 9th St.
0522	Beaumont, Jake M.	2319 Calumet Dr.
4725	Beimel, Kathleen M.	1407 Main Ave.
5274	Beltran, Terri L.	3731 Main Ave.
5626	Beninghaus, Jena M.	1411 N. 28th St.
9563	Berger, Ruth E.	734 Darmouth Dr., Sheb. Falls
9864	Boden, Dylan S.	1549 N. 23rd St.
5171	Bogenschuetz, Nathan L.	1021 Trienens Rd., Plymouth
8036	Bogenschuetz, Tamara Linn	1021 Trienens Rd., Plymouth
6709	Bonelli, Leo P.	2417 W. Koning Dr.
1134	Brock, Joann M.	705 N. 38th St.
4105	Brown, Jeffrey D.	5108 Evergreen Dr.
3683	Buechel, Teri A.	1915 N. 19th St.
0656	Chavez, Amanda M.	1320A S. 19th St.
0567	Clough, Christopher R.	621 Bell Ave.
7338	Coffin, Kurt P. (Club)	1335 Columbus Ave.
0364	Cruz, Felipe (Club)	774 Pine St, Sheb. Falls
8367	Czubkowski, Pamela L.	35 S. Hiawatha Circle
2938	Dean, Lisa Y.	1427 S. 16th St.
1250	Dewane, Elaine M.	2839 N. Apache Rd.
8950	Dietrich, Cassandra L.	1606 S. 17th St.
6645	Eggen, Cheryl L.	2420 Elm Ave.

7926	Eigenberger, Sheila L.	2208 S. 12th St.
4034	Ertel, Michael L.	2400 Fairfield Ln., Plymouth
6523	Evans, Gerri L.	2130 N. 23rd St.
8870	Felde, Connie G.	N2498 Saux Trl. Rd., Oostburg
5717	Felde, Trevor A.	1344 Geele Ave.
8582	Gilman, Lindsay M.	214 Second St., Sheb. Falls
2672	Grabner, Thomas A.	1706 Grams Ct.
4411	Green, Candise S.	5108 Evergreen Dr.
5285	Grub, Jason E.	1716 Wisconsin Ave.
5286	Grub, Timothy M.	2123 Carmen Ave.
1431	Guenther, Victor C.	2621 N. 25th St.
3679	Hajenga, Gail J.	2606 S. 7th St.
9648	Hawkins, Tanner D.	2010 S. 25th St.
9904	Heitzmann, Mary A.	2206 Sunflower Ave.
2872	Hendrikse, Larry A.	1416 Logan Ave.
6387	Hiebing, Robert F.	5537 Timberline Ln.
5364	Hiebing, Suzanne M.	5537 Timberline Ln.
0647	Hoffmann, Dustin K.	1515 N. 7th St.
7950	Hoffmann, Eileen B.	710 Whitcomb Ave.
6452	Hohmann, Luanne J.	1236 Eisner Ave.
1522	Holler, Kristi L.	3115 Whistling Ct.
8897	Holm, Patrick F.	611 N. Water St.
1530	Hoppert, Laurie A.	2510 S. 18th St.
5696	Hutton, Charles F.	1140 High Ave.
3816	Kautzer, Kathleen A.	1625 Spruce Ct.
5633	Kempf, Shireen A.	916 Mayflower Ave., #4
4068	Kester, Becky L.	1129 Lincoln Ave.
8194	Kever, Jennifer M.	1043 Falls Parc Dr.#9, Sheb. Falls
9655	Kielbicki, Kim C.	2210 N. 26th St.
7872	Kinyon, Kirt D.(Club)	724 N. 15th St.
1649	Knaak, William A.	1342 Winter Ct.
8881	Knight, Nicole M.	1635 Blocki Ct.
5763	Kohler, William R.	531 Clifton Ave.
7090	Kraus, Steven R.	1640 S. 17th St.
5023	Krepsky, Jill M.	1318 N. 31st St.
2195	Kussard, Heidi K.	1904 N. 28th St.
5924	Lehman, Tarrie L.	709 Spring Ave.
6971	Lensen, Wendy A.	W6434 Francis Ave., Cascade
7400	MacDonald, Jason T.	2431 N. 29th St.
1807	Markham, Cheryl A.	2222 Kroos Ct.
0436	Martin, Emily M.	2214 N. 8th St.
5801	Martin, Jay L. (Club)	1228 Bluff Ave.
8964	Mayer-Sills, Theresa	1617 S. 13th St.
9602	McCall, Jazzmin L.	2808 N. 21st St.
2710	McDaniel, Chantelle L.	1418 Ontario Ave.
2456	McDaniel, Michelle LD	2250A Calumet Dr.
9803	McFarland, Angela M.	1414 N. 17th St.
1843	Menzer, Lee A.	633 N. 27th St.
0681	Mesun, Nicole M.	2509 Henry St.
5138	Metz, Nicole L.	1523 N. 23rd St.
1864	Meyer, Michael E.	2925 Lakeshore Dr.
7140	Miller, Joan	1909 Mead Ave.
0557	Miller, Laura M.	1315 Georgia Ave.

1682	Morton, Patricia A.	3114 N. 9th St.
0369	Moyer, Jessica H.	4057 Country Meadows Dr.
1913	Niesing, Mary M.	618A N. 9th St.
5641	Norling, Matthew L.	930 N. 27th St.
8986	Obremski, Kevin P.	1625 Terry Andrea Ave.
2352	Orvis, Parmalee	1821 S. 12th St.
4904	Patron, Sharlene Sue	2320 N. 9th St.
6661	Pearson, Lisa Marie	1122 S. 19th St.
0388	Pelzek, Tara M.	2101 Wiemann Ave.
5018	Peper, Tammi L.	3515 N. 10th St., #112
3359	Petermann, Richard J.	4408 White Oak Ln.
3515	Ploetz, Craig A.	1632 Camelot Blvd.
*6372	Potter Jr., Roy A.	2625 S. 8th St.

***grant contingent upon the application being corrected, and with a warning to include all violation on future applications**

3731	Reinke, Steven G.	2228 S. 8th St.
9571	Renzelman, Wendy J.	1637A Geele Ave.
9740	Renzelmann, Grant C.	2212 Cooper Ave.
9025	Rigsby, Joseph W.	2608 Camelot Blvd.
0453	Riste, Stacy L.	3444 S. 17th St.
4338	Roerdink, Sherri L.	1529 Division Ave.
0547	Romanoski, Jared P.	1414 N. 17th St.
8761	Ruge, Alan F.	1815 S. 19th St.
2063	Rupple, David M.	N4442 Van Treeck Trl, Sheb. Falls
2459	Rutherford, Pamela J.	W2111 Ourtown Rd., Sheb. Falls
9621	Scharrer-Quasius, Cindy T.	4217 S. 12th St.
0670	Schlafke, Davis M.	620 St. Clair Ave., #205
2091	Schleinz, John T.	2236 Plymouth Ln.
0686	Schoerner, Makayla A.	3434B Eisner Ct.
0559	Schultz, Todd	51 N. Hiawatha Cir.
0372	Segovia, Nicole M.	1904 N. 9th St.
9898	Seipel, Andrew W.	20 Winnebago Pl.
0674	Sheldon, Robin C.	2225 Wedemeyer St.
4786	Sheraski, Robert F.	1410 N. 27th St.
4221	Shimkoski, Ryan L.	2714 Union Ave.
2181	Snow, Theresa M.	934B Geele Ave.
2178	Stanul, Michael A.	1721 Niagara Ave.
9834	Suemnicht, Joy L.	417 N. Stafford St., Plymouth
8190	Sullivan, Courtney M.	622A Bell Ave.
0683	TeBeest, Amanda R.	1328 S. 9th St.
0648	Van Akkeren, Olivia C.	1629A S. 8th St.
0502	Vitale, Vincenzo A.	1128 N. 29th St.
8960	Voelker, Kathleen M.	2112 Elm Ave.
0437	Vue, Jaia	1603 N. 12th St.
8109	Waechter, Patti A.	3528 High Cliff Cir.
0586	Wagner, Jessica A.	1022 Falls Parc Dr., #12
1302	Wallner, Heidi A.	2220 S. 16th St.
4283	Webb, Sandra L.	1911 S. 14th St.
5793	White, Jody L.	1736 N. 27th St.
8959	Wilson, Michelle R.	1643 Weeden Creek Rd.
3502	Wolff, Richard A.	1622 N. 25th St.
0393	Yang, Donna N.	1027 N. 17th St.

8868	Yankunas, Barbara J.	629 E Jefferson Ave., Cleveland
0645	Zalewski, Jennifer L.	3324 S. 18th St.
8170	Zenk, Travis A.	2123A S. 16th St.
2355	Ziegler, Jan M.	1312 Kentucky Ave.

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2016)

No.	Name	Address
*6884	Adomavich, David H.	1107 Erie Ave.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

VI

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. July 5, 2016.

Your Committee to whom was referred R. O. No. 50-16-17 by the Director of Planning and Development submitting a communication from the SEAS Chairman requesting permission to use the Marina Boat Launch parking lot to stage sailboats on September 19-25, 2016, for the World Sailing Championships for Blind Match Racing and Women's Match Racing; recommends approving the request.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 50 - 16 - 17. By DIRECTOR OF PLANNING AND DEVELOPMENT.
June 6, 2016.

Submitting a communication from Leslie Kohler, SEAS Chairman requesting permission to use the Marina Boat Launch parking lot to stage sailboats on September 19-25, 2016, for the World Sailing Championships for Blind Match Racing and Women's Match Racing.

Director of Planning and Development

Pub Wks. approve

Sailing Education Association of Sheboygan

June 1, 2016

City of Sheboygan
Common Council Members
626 Center Ave
Sheboygan WI 53081

Dear members of the Sheboygan Common Council,

The Sailing Education Association of Sheboygan (SEAS), will be hosting the World Sailing Championships for Blind Match Racing and Women's Match Racing the week of Sept. 19th-25th. The primary location will be at the Sheboygan Yacht Club with spectating for races off of South Pier. We are very excited to be hosting these events as it brings focus to the City of Sheboygan to the sailing world.

As part of the events, SEAS will be hosting a brat fry which will be open to the public with Johnsonville's Big Taste Grill and a band, King Solomon, on Friday, Sept. 23 on the grounds of the Sheboygan Yacht Club. The area where the tent and band will be set up is where the lightning sailboats are stored during the sailing season. Although we will be asking the boat owners to have them cleared out for the event, we know not all will be moved.

Therefore, we request permission from the City of Sheboygan Common Council to use space in the parking lot located at the Harbor Centre Marina immediately north of the Sheboygan Yacht Club, in front of the Sheboygan Youth Sailing Center, to relocate the sailboats from the Sheboygan Yacht Club during the week of the event from Sept. 19-26. The day after the conclusion of the World Sailing Championships, the boats will be returned to the lot on the Sheboygan Yacht Club grounds.

Thank you for your consideration.

With respect,

Leslie Kohler
SEAS Chairman

P.W.

PO Box 1317
Sheboygan WI 53082
info@seasheboygan.org ~ SEASheboygan.org
920-629-8986

VI

R. C. No. ____ - 16 - 17. By FINANCE. July 5, 2016.

Your Committee to whom was referred R. O. No. 55-16-17 by the City Attorney submitting a Vacant Land Offer to Purchase on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE; recommends approval and to authorize the appropriate City Official to draw documents for the sale.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 55 - 16 - 17. By CITY ATTORNEY. June 20, 2016.

Submitting a Vacant Land Offer to Purchase dated June 2, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE.

City Attorney

Finance
approve &
authorize City official
to draw documents for
the sale.

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE~~ ATTORNEY DRAFTING THIS OFFER ON June 2, 2016 [DATE] IS (AGENT OF BUYER)
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE
3 **GENERAL PROVISIONS** The Buyer, Ten Pas Land Holdings, LLC
4 _____, offers to purchase the Property
5 known as [Street Address] vacant land along County Road EE (PIN: 59281-470622); see Addendum A for legal description
6 in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: Two Thousand and 00/100
9 _____ Dollars ($ 2,000.00).
10 ■ EARNEST MONEY of $ N/A accompanies this Offer and earnest money of $ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: NONE OTHER
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: NONE OTHER
19 _____.
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ ZONING: Seller represents that the Property is zoned: Suburban Industrial.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before 4:00pm, Friday, July 29, 2016. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): City of Sheboygan Attorney Charles C. Adams
41 Buyer's recipient for delivery (optional): Attorney Michael J. Bauer of Hopp Neumann Humke LLP
42 [X] (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (920) 459-3919 Buyer: (920) 457-8411
44 [ ] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 [X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 828 Center Avenue, Suite 304, Sheboygan, WI 53081
50 Delivery address for Buyer: W2312 Wilson Lima Road, Oostburg, WI 53070, with a copy to Attorney Michael J. Bauer, *
51 [X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Charles.Adams@sheboyganwi.gov
56 E-Mail address for Buyer (optional): mike.bauer@hopplaw.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

* Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference.~~ ~~COMPLETED AS OF THE DATE OF SUBMITTAL AS APPLICABLE~~

~~and~~ This transaction is exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25 and exempt from the vacant land disclosure report requirements under Wis. Stat. Sec. 709.01.

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than 4:00pm, Wednesday, August 31, 2016 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and NONE OTHER _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

[ ] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

[ ] Current assessment times current mill rate (current means as of the date of closing)

[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

[X] There is no tax proration; property is exempt. _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are The Property is not leased. _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

[ ] **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

[X] **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: to provide direct ingress and egress to Weeden Creek Road for Buyer's adjacent parcel

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

[ ] **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

[ ] **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

[ ] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: [ ] conventional in-ground; [ ] mound; [ ] at grade; [ ] in-ground pressure distribution; [ ] holding tank; [ ] other: _____.

[ ] **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

[ ] **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

[ ] **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: [ ] electricity _____; [ ] gas _____; [ ] sewer _____; [ ] water _____; [ ] telephone _____; [ ] cable _____; [ ] other _____.

[ ] **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

[ ] **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a [ ] rezoning; [ ] conditional use permit; [ ] license; [ ] variance; [ ] building permit; [ ] occupancy permit; [ ] other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

[ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

[ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: NONE OTHER _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and NONE OTHER _____

_____

_____

_____

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ ~~TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

■ ~~GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE (Seller's if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).~~

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES _____

_____

_____

_____

_____

_____

_____

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

503 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**
513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.
525 [X] **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.
526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____
535 This Offer was drafted by [Licensee and Firm] Attorney Michael J. Bauer of Hopp Neumann Humke LLP
536 _____ on June 2, 2016.
TEN PAS LAND HOLDINGS, LLC
537 (x) Ray Ten Pas Ray Ten Pas 6-9-16
538 Buyer's Signature▲ Print Name Here▶ By: Ray Ten Pas, Member Date▲
539 (x) Genevieve Ten Pas Genevieve Ten Pas 6-9-16
540 Buyer's Signature▲ Print Name Here▶ By: Genevieve Ten Pas, Member Date▲
541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
CITY OF SHEBOYGAN
546 (x) _____
547 Seller's Signature▲ Print Name Here▶ By: Date▲
548 (x) _____
549 Seller's Signature▲ Print Name Here▶ Date▲
550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.
552 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
553 Seller Initials▲ Date▲ Seller Initials▲ Date▲

ADDENDUM A
to Vacant Land Offer to Purchase
(City of Sheboygan / Ten Pas Land Holdings, LLC)

1. ***Legal Description of Property.*** Part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 4, Town 14 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, described as commencing at the Southwest corner of Lot 7A of the Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Pages 51-52 as Document Number 1445950, said point being in the North right of way line of Weeden Creek Road (formerly CTH "EE"); thence S89°31'50"W 100 (100.16 on said CSM) feet along said North right of way line to a point in the East right of way line of Interstate Highway "43"; thence N03°39'54"W, 56.19 feet along said East right of way line to a point in the South line of Tract 2 of the Certified Survey Map recorded in Volume 7 of Certified Survey Maps on Page 108 as Document Number 1112684; thence N89°40'49"E (S88°46'57"E on said CSM) 100.01 feet to a point in the West line of said Lot 7A; thence S03°39'48"E (S03°39'54"E on the Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Pages 51-52 as Document Number 1445950) 55.93 feet to the point of beginning.

Tax Parcel Number 59281-470622

R:\CLIENT\10835\00001\00097926.DOCX

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 56-16-17 by the City Clerk, license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

CIGARETTE/TOBACCO LICENSE (June 30, 2017)

No.	Name	Address
2389	Epicure Lounge, The	1116 Michigan Ave.
2889	Family Dollar Stores #5587	2821 N. 15th St.
3043	SR Tobacco	2529 S. Business Dr.
1392	Suscha News, LLC	1117 N. 8th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

No.	Name	Address
2437	Paula Kuhn	1508 N. 27th St.

CLASS "B" BEER LICENSE (NEW)(June 30, 2017)

Consent

No.	Name	Address
3207	Executive Pub	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)(NEW)

No.	Name	Address
1147	Bruyette, Stephan L.	1546 Falcon Way, Sheb. Falls
9207	Castillo, Gina M.	1411 N. 16th St.
1007	Densow, Tasha J.	924 N. 10th St.
1034	Devoe, Troy M.	2811 Windhurst Dr., Oshkosh
*7759	Gillgren, Katherine E.	1327 Center Ave.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

1033	Gosse, Kelsey A.	1113 Bell Ave.
1013	Granacker, James T.	2802 S. 10th St.
0288	Gurung, Laxman	1447 Parkview Terr., #31
0130	Hameister, Julie M.	1434 S. 21st St.
1000	Kraus, Terrance J.(Club)	119 S. 11th St., #204, Oostburg
1443	Kuether, Devon J.	2402C Calumet Dr.
1038	Landwehr, Amanda L.	3427 Lakeshore Rd., #1H
1012	Mallmann, Kathy E.	1541 John Ct.
1039	McGoldrick, Carrie J.	1629A N. 3rd St.
*1010	McLean, Gilbert G.	2330 Calumet Dr.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

1025	Reinl, Nicholas C.(Club)	5740 Sherwood Dr.
1037	Rosenthal, Ashley N.	2017 Calumet Dr., New Holstein
5819	Schroeder, Marcia J.	1709 N. 28th St.
9692	Tyrrell, Erin K.	3705 Deervalley Dr.
1019	Ullman, Michelle L.	3308 Geele Ave.
1002	Van Maaren, Rosanna C.	1132 S. 10th St.
1452	Willman, Deleah M.	809 N. 29th St.
1035	Zalewski, John G.	5009 Grey Fox Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)(RENEW)

No.	Name	Address
6743	Apel, Jay R.	1601 N. 8th St., #C
5190	Beck, Kevin M.	531 S. 8th St., #201
7363	Beckmann, Mark H.	14305 Woodside LN., Kiel
0504	Bogenschuetz, David J.	344 Beth Circle, Plymouth
8962	Brauer, Jean M.	2328 Sunflower Ave.
7169	Dodge, Brianna L.	2413 N. 7th St.
5291	Gatford, Barb ie R.	2802 S. 18th St.
8201	Hemenway, Kenneth R.	1408 N. 28th St.
0611	Johnsen, Tanya L.	1422 Lenz Ct.
3614	Koerner, Joseph A.	837 Leland Ave.
6614	Koerner, Mystie C.	1006 N. 17th St.
9393	Kohlhagen, Justin J.	N4296 County Rd., I, Sheb. Falls
5716	Kraus, Justine M.	1322 S. 7th St.
6801	Love, Christie M.	1708A N. 4th St.
2709	McKenzie, Daniel J.	7093 Hwy 67, Plymouth
2045	Roe, Wendy C.	2032 Tivoli Ln.
9548	Schaeve, V. Michael	2305 S. 11th St.
6444	Schmidtke, James B.	N6137 Center Ave., Sheb. Falls
2136	Severance, Harold W.(Club)	2503 N. 26th St.
9913	Steinberg, Rebecca M.	1811 N. 3rd St.
8315	Stewart, Brittany E.	1624 Superior Ave.
8901	Strahl, Robin K.	533 Washington St., Sheb. Falls
0539	Williams, Miranda L.	1325 S. 11th St.

VI

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. July 5, 2016.

Your Committee to whom was referred R. O. No. 61-16-17 by the City Clerk submitting a communication from the Brat Days 2016 Administration Chairman, requesting the review and approval of the operating hours for their annual Brat Day's Festival at Kiwanis Park from August 4 through August 6, 2016; recommends approving the request.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R. O. No. 61 - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting a communication from Jaclyn Quasius, Brat Days 2016 Administration Chairman, requesting the review and approval of the operating hours for our annual Brat Day's Festival located at Kiwanis Park from August 4 through August 6, 2016.

Pub. Wks.
approve

City Clerk

JUN 6 '16 PM 4:03

THE SHEBOYGAN JAYCEES PRESENT Johnsonville BRAT DAYS

June 3rd, 2016

Sheboygan City Council
c/o City Clerk's Office
828 Center Avenue
Sheboygan, WI 53081

To Whom It May Concern:

Upon receipt of this letter, the Sheboygan Jaycee's are formally requesting the review and approval of the operating hours for our annual Brat Day's festival located at Kiwanis Park. This year's festival will be from Thursday, August 4th, 2016 through Saturday, August 6th, 2016. We are requesting the same hours that we have had approved for Brat Days in 2015. The following table summarizes our request:

	Thursday	**Friday**	**Saturday**
Music Ends:	10:30 pm	11:00 pm	11:00 pm
Beer Sales End:	10:00 pm	11:15 pm	11:15 pm
Park Closes:	Midnight	Midnight	Midnight

The hours of operation that were in place the last few years were very successful, and we do not anticipate anything but the status quo going into 2016. I have contacted the Sheboygan Police Department regarding this request and Chief Domagalski will be sending a letter expressing his support.

The benefits of these hours of operation include:

- Allowing people to leave on their own accord and not be forced out by our security team or the police department (a cool down period of 45 minutes before the park closes).
- Give our patrons an opportunity to purchase food and beverages, if desired, after the band is done playing. This is meant to keep the noise down in the neighborhood.
- This festival has brought international attention and thousands of dollars to the City of Sheboygan. We welcome the opportunity to keep our patrons longer.

The Sheboygan Jaycees would like to attend the appropriate committee meetings and a city council meeting regarding this request. Should you have any questions pertaining to this request, please contact me at 920-331-8787 or via e-mail at jackie77q@gmail.com.

We thank you and appreciate your time and consideration in this matter.

Sincerely,

Jaclyn Quasius

Jaclyn Quasius
Brat Days 2016 Administration Chairman

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred R. O. No. 59-16-17 by the Fire Chief who submitted his annual report for the period commencing January 1, 2015 and ended December 31, 2015; recommends that the documents be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 59 - 16 - 17. By FIRE CHIEF. June 20, 2016.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2015, and ending December 31, 2015.

PP&S
Rec & File

Fire Chief

2015

Annual Report

City of Sheboygan

Fire Department

Dear Citizens,

On behalf of the Sheboygan Fire Department, I want to thank you for taking the time to review our 2015 Annual Report. All of our members and staff work hard to provide the best possible service to our community.

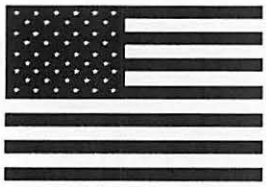
2015 was another successful year for our department. The department's net cost to taxpayers went down for a third straight year in a row, we responded to a record 5,034 runs and there were no fire deaths or serious fire injuries.

2016 goals include the successful implementation of new ambulances, breathing apparatus, EMS billing, payroll and scheduling software, electronic inspections, the creation of a new public safety career path at Sheboygan South High School and the implementation of a new county-wide radio system.

I would like to thank our citizens and city leaders for the support they give us and the trust they place in us to take care of any emergency situation that may arise. And finally, thank you to the firefighters, paramedics, officers, chiefs and support personnel that make up this department. It is their dedication to service and this department that make us the best that we can be.

Respectfully,

Mike Romas
Fire Chief
City of Sheboygan



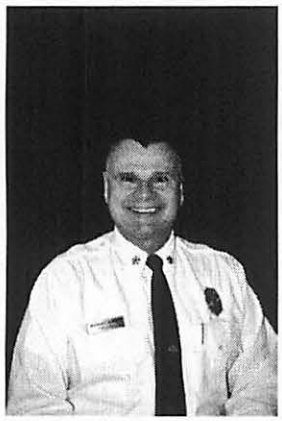
Department Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement, and education, and at the highest professional level in a compassionate, ethical, and cost effective manner.

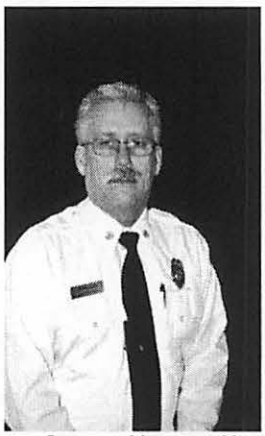
Department Vision

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up-to-date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.

Sheboygan Fire Department Management and Administrative Staff

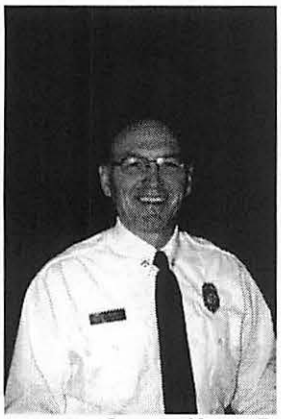


FIRE CHIEF – MICHAEL T. ROMAS
CHIEF OF THE DEPARTMENT

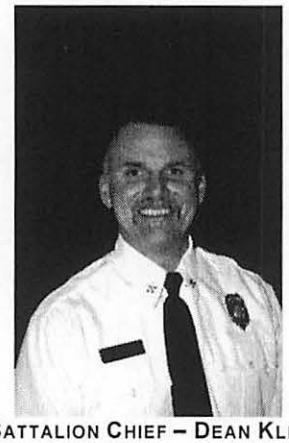


ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT

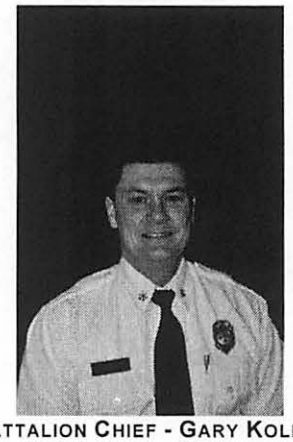
DEPUTY CHIEF – CHARLES BUTLER
EMS/HEALTH AND SAFETY
EMERGENCY MANAGEMENT



BATTALION CHIEF - KEITH RISSE
A SHIFT
TRAINING



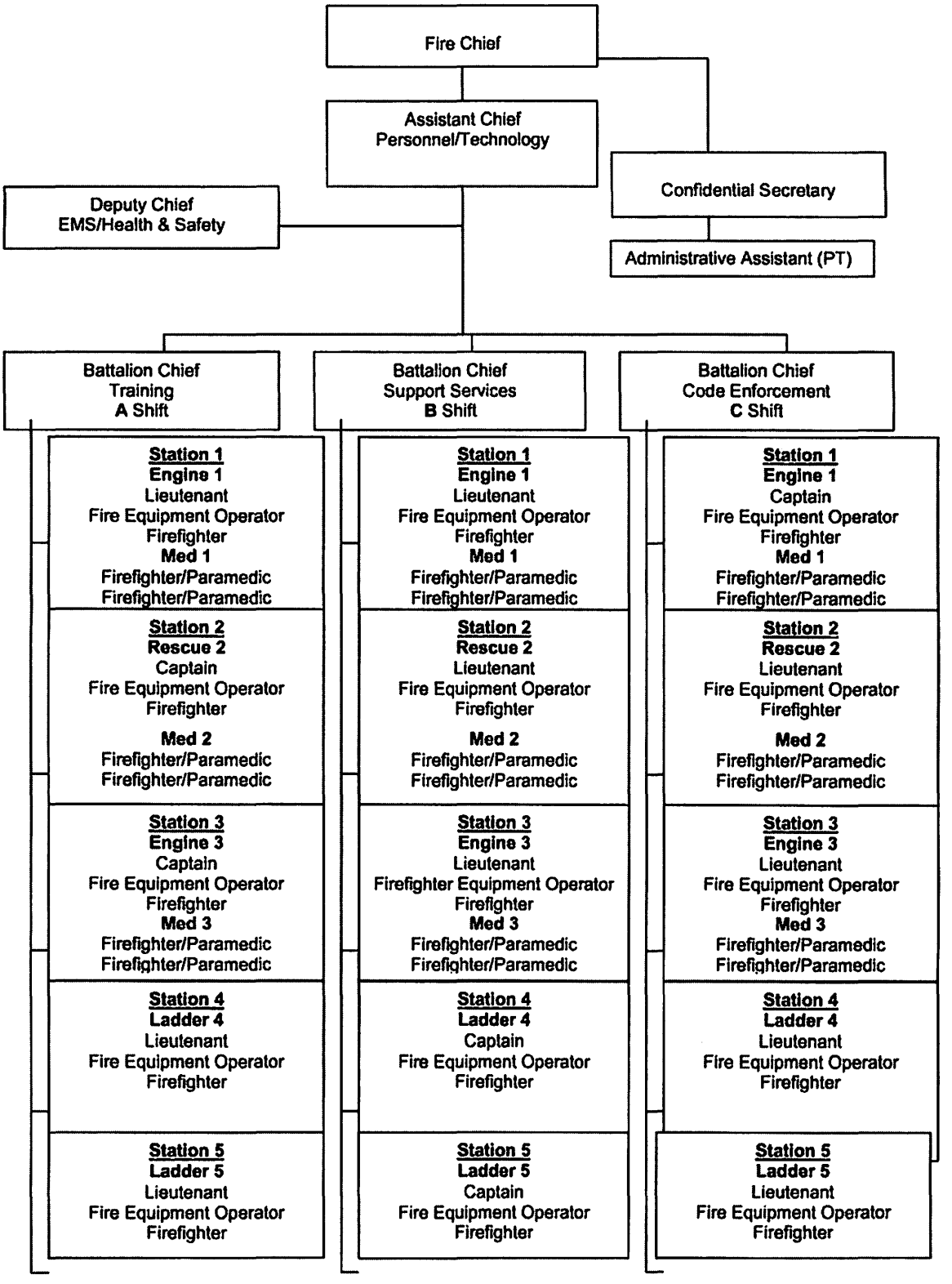
BATTALION CHIEF – DEAN KLEIN
B SHIFT
SUPPORT SERVICES



BATTALION CHIEF - GARY KOLBERG
C SHIFT
CODE ENFORCEMENT

CONFIDENTIAL SECRETARY
LISA HORN

ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT


Fire Chief
Assistant Chief
Personnel/Technology
Confidential Secretary
Administrative Assistant (PT)
Deputy Chief
EMS/Health & Safety
Battalion Chief
Training
A Shift
Battalion Chief
Support Services
B Shift
Battalion Chief
Code Enforcement
C Shift
Station 1
Engine 1
Lieutenant
Fire Equipment Operator
Firefighter
Med 1
Firefighter/Paramedic
Firefighter/Paramedic
Station 1
Engine 1
Lieutenant
Fire Equipment Operator
Firefighter
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Firefighter/Paramedic
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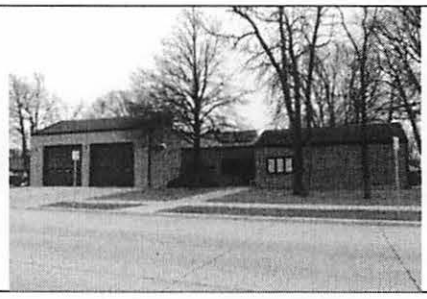
Lieutenant
Fire Equipment Operator
Firefighter
Station 5
Ladder 5
Captain
Fire Equipment Operator
Firefighter
Station 5
Ladder 5
Lieutenant
Fire Equipment Operator
Firefighter

Sheboygan Fire Department Stations

Fire Station #1
833 New York Avenue
Engine 1
Med 1

Fire Station #2
2413 South 18 Street
Rescue 2
Med 2



Fire Station #3
1326 North 25 Street – Department Headquarters
Engine 3
Med 3
Battalion Chief Car
Med 6 (Reserve Ambulance)

Fire Station #4
2622 North 15 Street
Ladder 4
Engine 6 (Reserve Engine)

Fire Station #5
4504 South 18 Street
Ladder 5
Engine 7 (Reserve Engine)

Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue
Rope Rescue
Excavation Rescue
Confined Space Rescue
Water/Ice Rescue
Automobile and Industrial Extrication
Emergency Management
Advanced Life Support Response
Fire Safety Building Inspections
Code Enforcement
Building Plan Review
Fire Safety Training for Businesses
Medical Transports
Public Service/Assistance
Hazardous Materials Response
School Fire Safety Education
Special Event Standby
Fall Prevention Referrals

Equipment, Facilities, and Vehicles Status Update

Equipment

- Self Contained Breathing Apparatus (SCBA) Respirators were all tested and certified. All department SCBAs are nearing the end of their service life and are to be replaced in 2016.
- Breathing-air compressor was serviced and air quality was tested.
- All Hurst extrication equipment was tested and serviced.
- Purchased seven new sets of structural firefighting protective clothing.

Facilities

- Station #4 Roof replacement project was completed.
- Station #1 and #2 Building assessment was completed on both buildings
- Station #2 had to have temporary structural work performed based on findings of assessment.
- Station #3 Concrete under east overhead doors was replaced.

Vehicles

- All fire apparatus equipped with a pump had annual pump testing and recertification.
- 2015 Pierce Impel PUC Pumper was purchased and placed into service.
- 2015 Chevrolet Equinox was leased as Chief's vehicle.
- Fleet maintenance through the Department of Public Works continues for both routine maintenance and repairs.
- Purchased a used 2008 ambulance with no mileage on it.

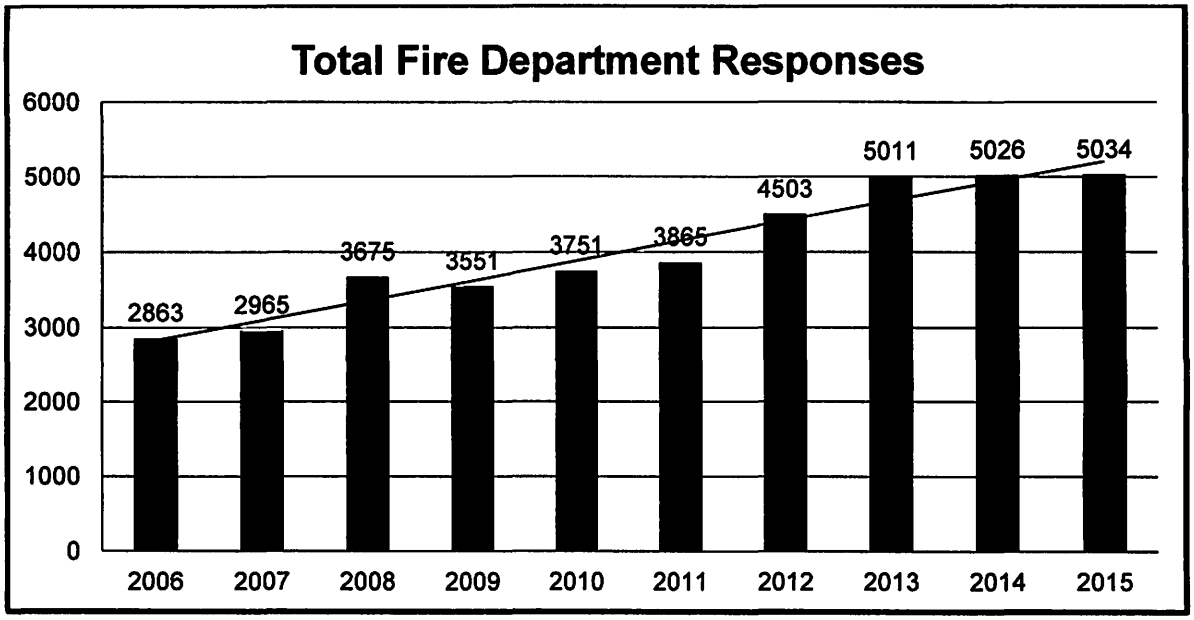
REPLACEMENT MED 6 PLACED INTO SERVICE IN 2015

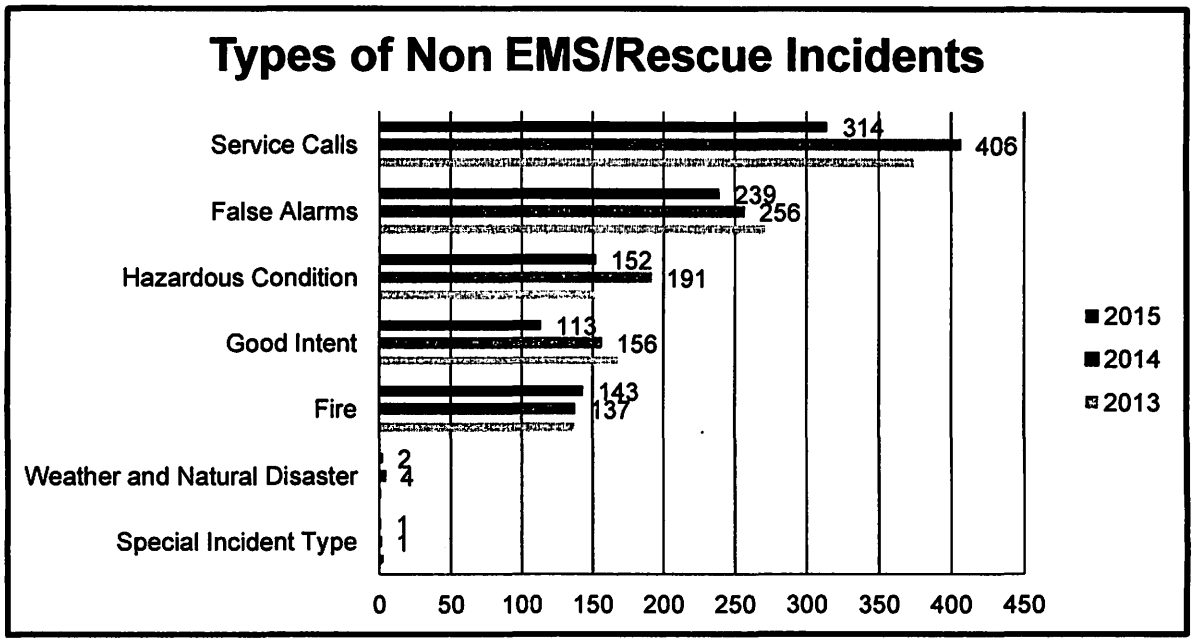
Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	77	1.53%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	24	0.48%
114 - Chimney or flue fire, confined to chimney or flue	1	0.02%
118 - Trash or rubbish fire, contained	1	0.02%
121 - Fire in mobile home used as fixed residence	3	0.06%
131 - Passenger vehicle fire	9	0.18%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
140 - Natural vegetation fire, other	3	0.06%
141 - Forest, woods or wildland fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	6	0.12%
143 - Grass fire	2	0.04%
151 - Outside rubbish, trash or waste fire	2	0.04%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
160 - Special outside fire, other	4	0.08%
162 - Outside equipment fire	3	0.06%
251 - Excessive heat, scorch burns with no ignition	2	0.04%
300 - Rescue, EMS incident, other	33	0.66%
311 - Medical assist, assist EMS crew	180	3.58%
320 - Emergency medical service, other	6	0.12%
321 - EMS call, excluding vehicle accident with injury	3496	69.45%
322 - Motor vehicle accident with injuries	120	2.38%
323 - Motor vehicle/pedestrian accident (MV Ped)	11	0.22%
324 - Motor vehicle accident with no injuries.	23	0.46%
331 - Lock-in (if lock out , use 511)	7	0.14%
341 - Search for person on land	4	0.08%
351 - Extrication of victim(s) from building/structure	1	0.02%
352 - Extrication of victim(s) from vehicle	4	0.08%
353 - Removal of victim(s) from stalled elevator	3	0.06%
356 - High-angle rescue	1	0.02%
357 - Extrication of victim(s) from machinery	1	0.02%
361 - Swimming/recreational water areas rescue	1	0.02%
381 - Rescue or EMS standby	11	0.22%
411 - Gasoline or other flammable liquid spill	17	0.34%
412 - Gas leak (natural gas or LPG)	29	0.58%
413 - Oil or other combustible liquid spill	12	0.24%
421 - Chemical hazard (no spill or leak)	3	0.06%
422 - Chemical spill or leak	44	0.87%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	13	0.26%
440 - Electrical wiring/equipment problem, other	2	0.04%
441 - Heat from short circuit (wiring), defective/worn	3	0.06%
442 - Overheated motor	4	0.08%
443 - Breakdown of light ballast	3	0.06%
444 - Power line down	8	0.16%
445 - Arcing, shorted electrical equipment	11	0.22%

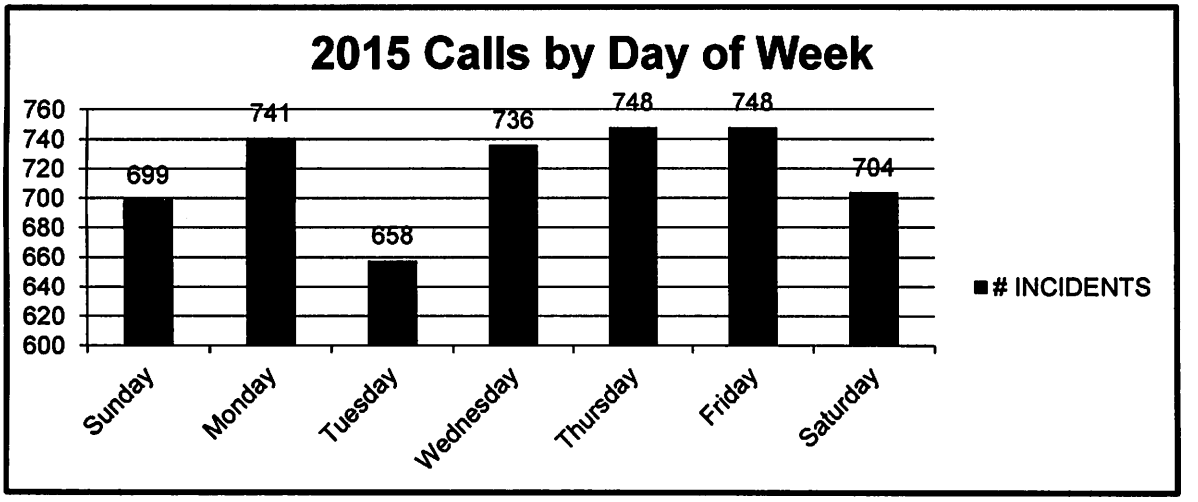
451 - Biological hazard, confirmed or suspected	1	0.02%
461 - Building or structure weakened or collapsed	1	0.02%
463 - Vehicle accident, general cleanup	1	0.02%
500 - Service Call, other	2	0.04%
511 - Lock-out	19	0.38%
512 - Ring or jewelry removal	1	0.02%
520 - Water problem, other	4	0.08%
521 - Water evacuation	4	0.08%
522 - Water or steam leak	11	0.22%
531 - Smoke or odor removal	1	0.02%
541 - Animal problem	1	0.02%
542 - Animal rescue	6	0.12%
551 - Assist police or other governmental agency	16	0.32%
552 - Police matter	2	0.04%
553 - Public service	53	1.05%
554 - Assist invalid	202	4.01%
555 - Defective elevator, no occupants	4	0.08%
561 - Unauthorized burning	69	1.37%
600 - Good intent call, other	43	0.85%
611 - Dispatched & cancelled en route	42	0.83%
621 - Wrong location	4	0.08%
622 - No incident found on arrival at dispatch address	9	0.18%
631 - Authorized controlled burning	25	0.50%
641 - Vicinity alarm (incident in other location)	1	0.02%
651 - Smoke scare, odor of smoke	21	0.42%
652 - Steam, vapor, fog or dust thought to be smoke	5	0.10%
653 - Smoke from barbecue, tar kettle	2	0.04%
661 - EMS call, party transported by non-fire agency	8	0.16%
671 - HazMat release investigation w/no HazMat	33	0.66%
712 - Direct tie to FD, malicious false alarm	1	0.02%
713 - Telephone, malicious false alarm	4	0.08%
714 - Central station, malicious false alarm	4	0.08%
715 - Local alarm system, malicious false alarm	5	0.10%
731 - Sprinkler activation due to malfunction	17	0.34%
733 - Smoke detector activation due to malfunction	43	0.85%
734 - Heat detector activation due to malfunction	3	0.06%
735 - Alarm system sounded due to malfunction	44	0.87%
736 - CO detector activation due to malfunction	25	0.50%
740 - Unintentional transmission of alarm, other	1	0.02%
741 - Sprinkler activation, no fire - unintentional	14	0.28%
743 - Smoke detector activation, no fire - unintentional	39	0.77%
744 - Detector activation, no fire - unintentional	6	0.12%
745 - Alarm system activation, no fire - unintentional	34	0.68%
746 - Carbon monoxide detector activation, no CO	7	0.14%
900 - Special type of incident, other	1	0.02%
TOTAL INCIDENTS:	**5034**	**100.00%**

Response Statistics

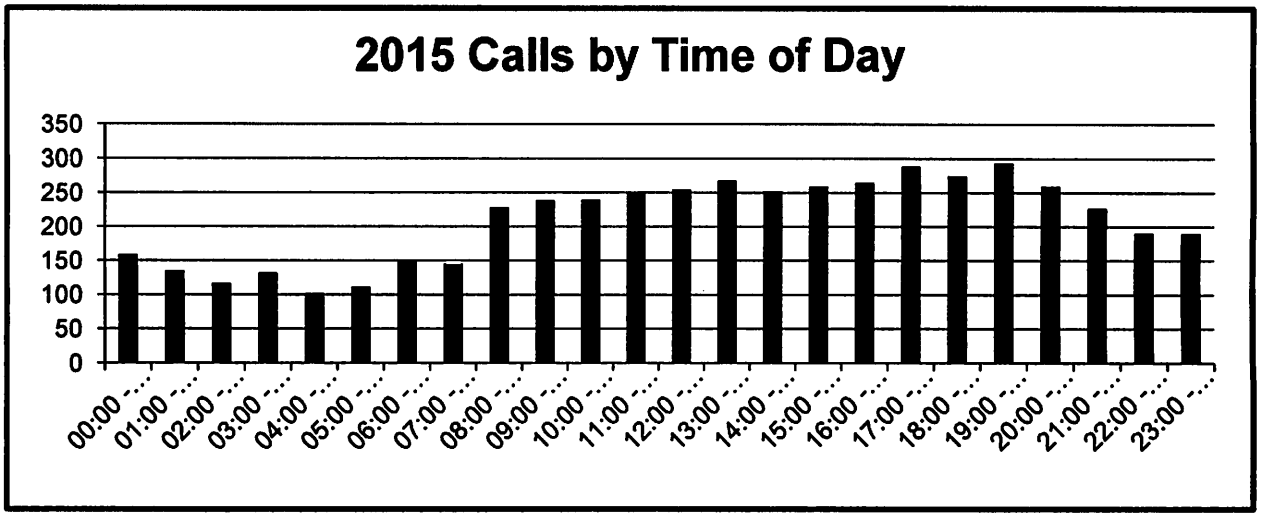
Total Number of Responses







The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

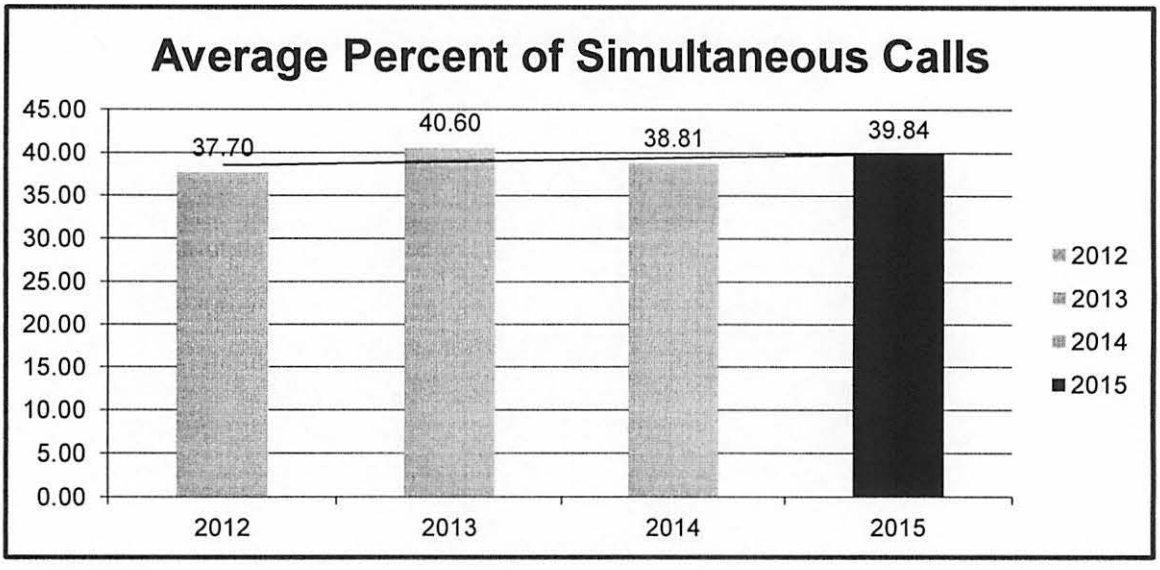


Mutual Aid Given/Received

	2012	2013	2014	2015
Incidents with Mutual Aid Received	5	7	5	5
Incidents with Mutual Aid Given	8	9	8	8
Other Responses Outside of City	5	20	26	19

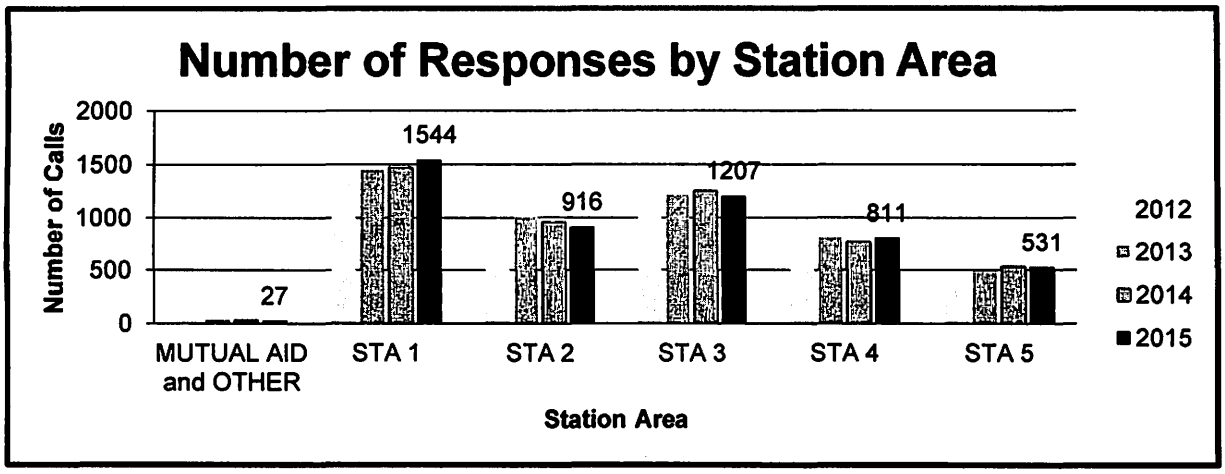
Concurrent Calls

The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2015 there was a slight increase in concurrent calls from the previous year, but that increase was insignificant and represented a relatively flat trend over previous years measured.

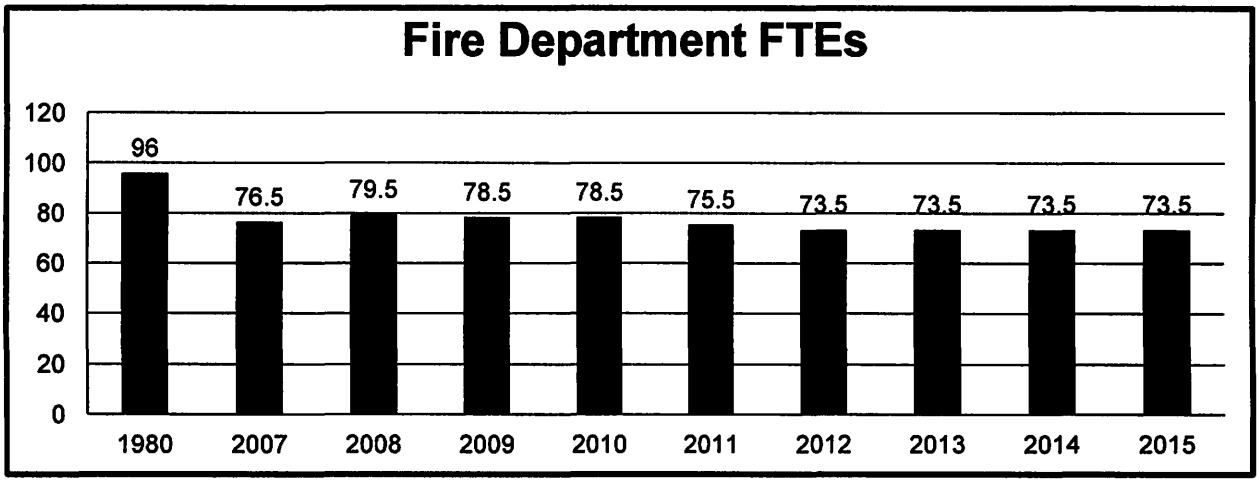


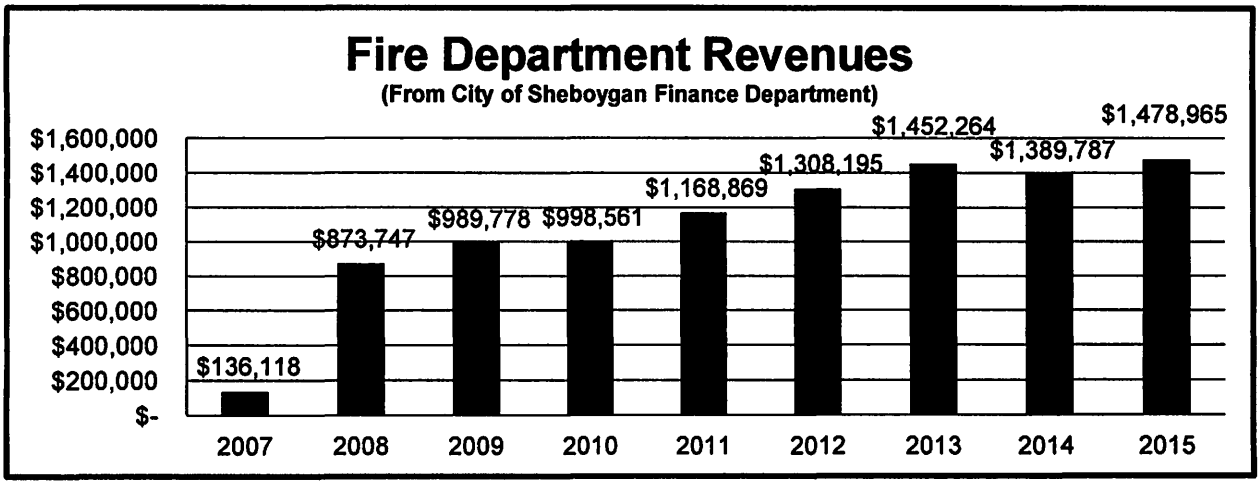
Fire Deaths

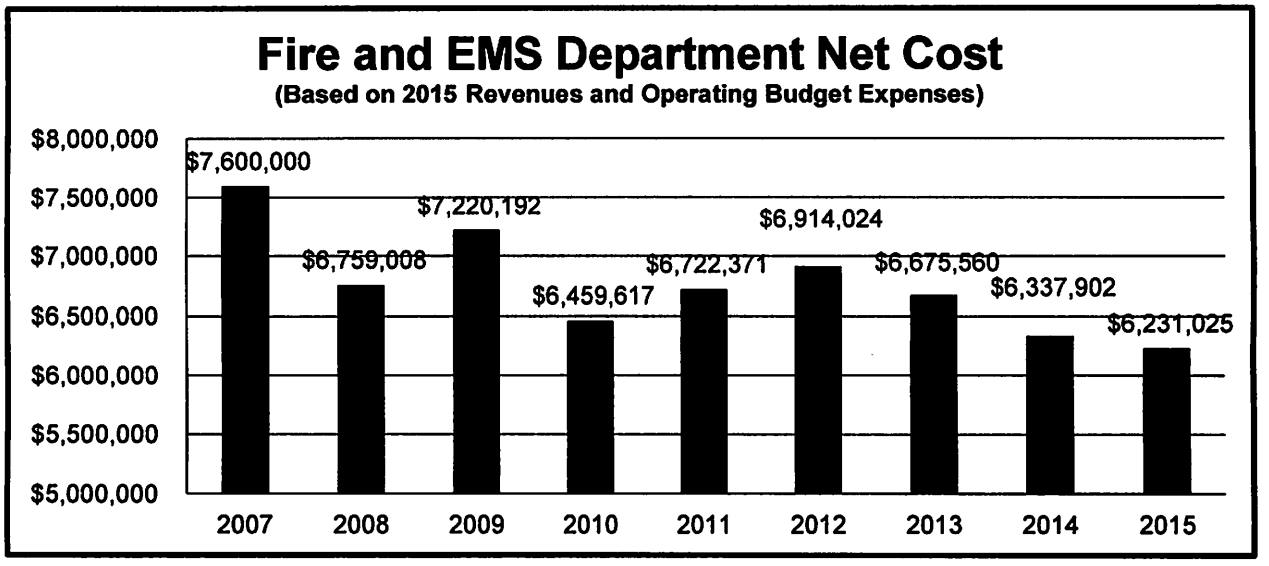
	2012	2013	2014	2015
Fire Deaths	0	1	1	0

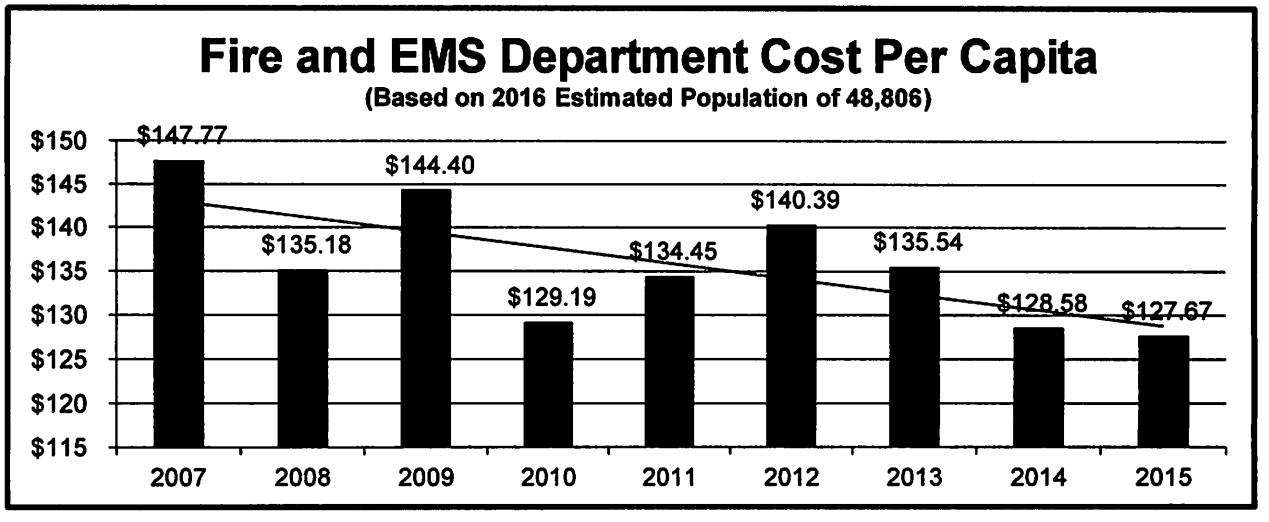


The *Response Requests by Station Area* graph is the total number of incidents as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).

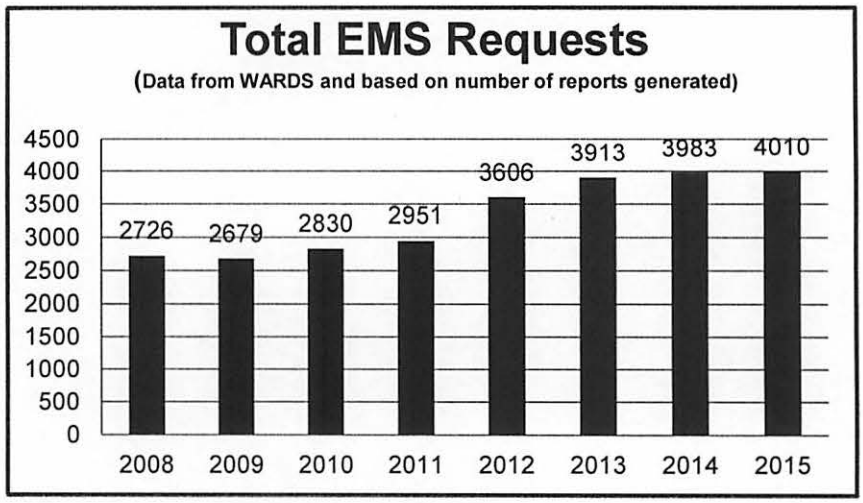




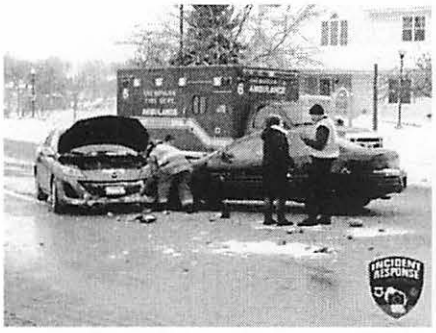

Fire and EMS Department Net Cost
(Based on 2015 Revenues and Operating Budget Expenses)
$8,000,000
$7,500,000
$7,000,000
$6,500,000
$6,000,000
$5,500,000
$5,000,000
$7,600,000
$6,759,008
$7,220,192
$6,459,617
$6,722,371
$6,914,024
$6,675,560
$6,337,902
$6,231,025
2007
2008
2009
2010
2011
2012
2013
2014
2015


Fire and EMS Department Cost Per Capita
(Based on 2016 Estimated Population of 48,806)
$150
$145
$140
$135
$130
$125
$120
$115
$147.77
$135.18
$144.40
$129.19
$134.45
$140.39
$135.54
$128.58
$127.67
2007
2008
2009
2010
2011
2012
2013
2014
2015

Emergency Medical Services



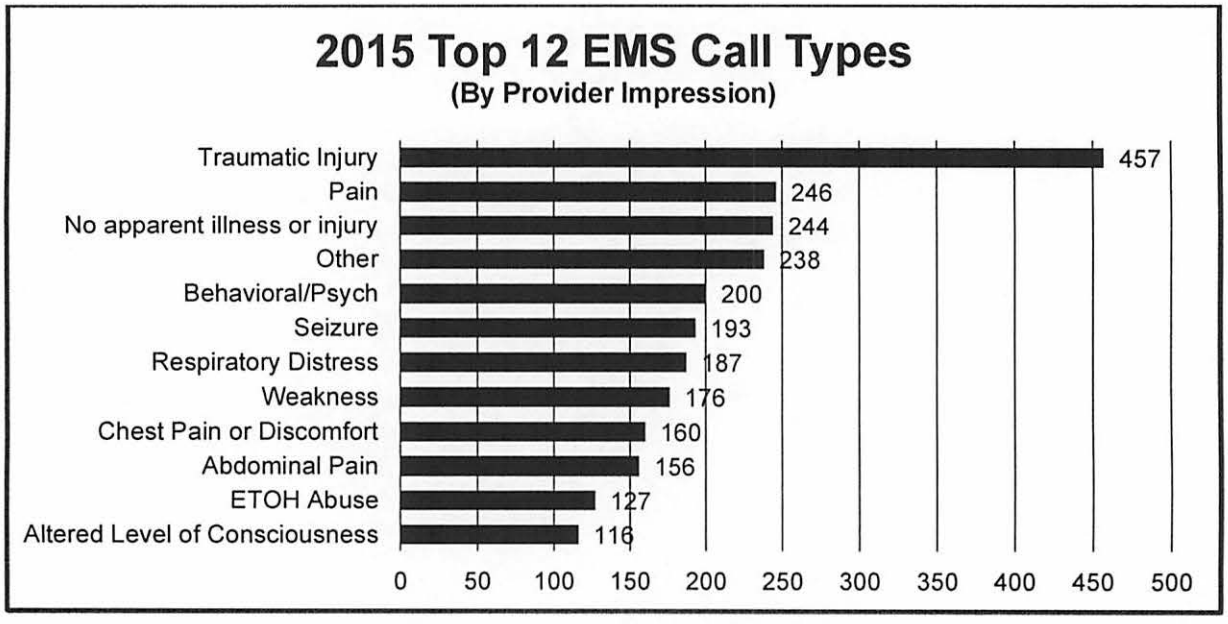
The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency medical care. This duality of skills and equipment provides a very efficient model for providing both EMS and fire services to the community at a very high level. Response time requirements based on progression timelines for both critical medical events and fires are very similar which makes the medical response pair well with the existing fire department infrastructure. When responding to fire and technical rescue related responses, the cross-trained firefighter can apply the necessary skills to the problem at hand whether it is fire or an injured person, or both.



In 2015, the fire department responded to over 4000 requests for medical service. A breakdown of those requests by year over the past five years can be seen in the graph below. Of those responses, approximately 83% of those patients got transported to either a local facility, or to a facility outside of the city in order to get a higher level of care. Many of those people get care on scene and avoid a trip to the hospital by ambulance.

Dr. Steven Zils continues to fulfill the responsibilities of Service Medical Director. As a result, the department has been able to continue serving at a high level and also move forward with new medical protocols, more consistent training, and a move toward better quality assurance measures.

The number of EMS responses by the fire department compared to other types of requests is very consistent with departments across the country according to the National Fire Protection Association statistics for fire responses. This holds true even for departments who do not provide ALS transport services. This is due largely to the fact that those departments provide for first response and other supportive duties to those incidents as well.



Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.

As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education that the department maintains a culture of safety in the community.

This general program area of public education is vital to the success of the fire department mission. The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.

Fire Investigation

Significant Fires Investigated in 2015

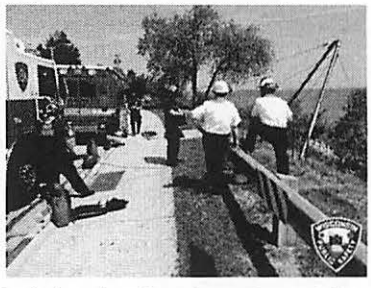
According to State statute it is the responsibility of the Fire Chief to investigate all fires for origin and cause. 143 fires were investigated and documented accordingly by the Incident Commander in charge of those fires. At times, additional assistance and expertise is utilized to investigate fires. In those cases, outside investigators or members of the Sheboygan County Fire Investigation Unit are requested.

The following addresses had fires that required a formal investigation:

- 952 Weeden Creek
- 3309 Hickory Circle
- 2201 Erie Avenue
- 1704 North 12 Street
- 1823 North 10 Street
- 2735 Henry Street
- 1402 North 17 Street
- 1521 Blocki Court
- 1214 North 17 Street
- 2329 South 16 Street
- 620 Broughton Drive
- 434 Huron Avenue
- 1107 South 15 Street
- 931 North 8 Street
- 1614 Indiana Avenue

Training and Resource Development

The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the needs of the department both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

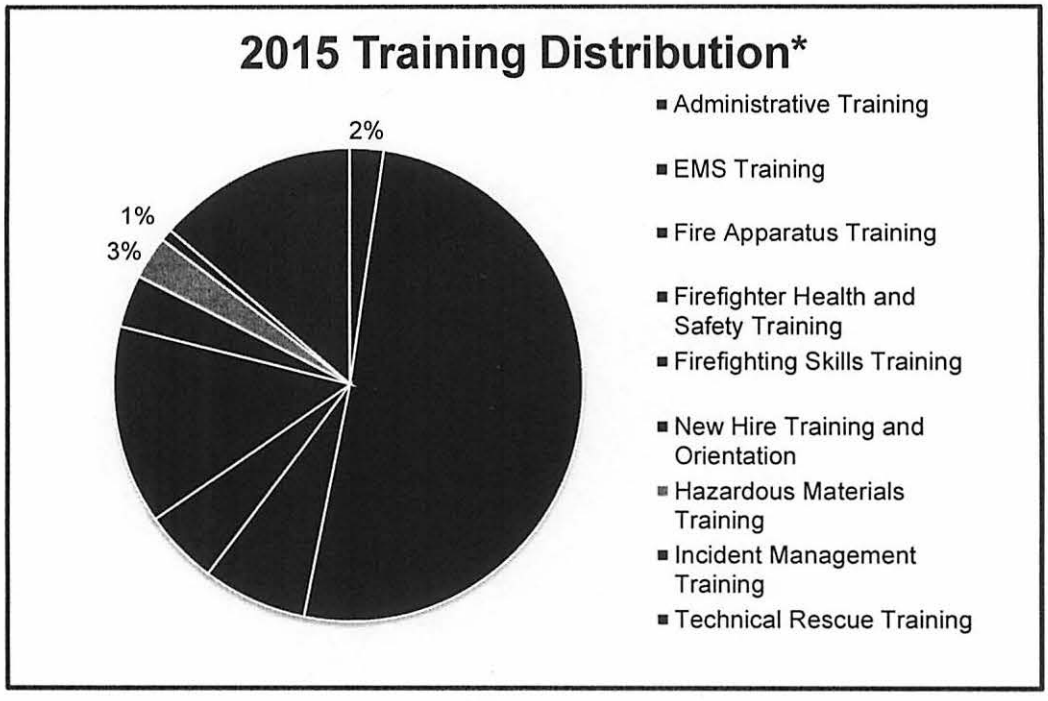


The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements. Training for the department is coordinated through Battalion Chief Keith Risse. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Thirteen of

the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department, the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.

The following is a partial list of the major training topics delivered in 2015:

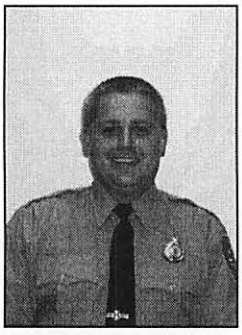
- Narrative/Report Writing
- Bloodborne Pathogens Training
- Rope Rescue Training
- Rapid Intervention Team Training with Haven Fire Department
- Confined Space Rescue Training
- Natural Gas Emergencies Training with WPS
- Electrical Emergencies with Alliant Energy
- Vehicle Extrication
- Fire Prevention Code Review
- New Apparatus Orientation with Pierce Manufacturing
- Radio Communication Training with Combined Dispatch Center
- EMT and Paramedic Refresher Training
- CCR Recertification



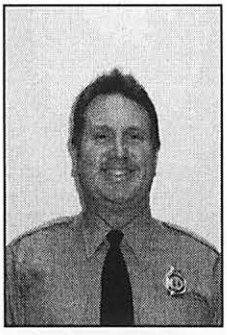
CATEGORY	TOTAL HOURS
Administrative Training	192
EMS Training	4211
Fire Apparatus Training	589
Firefighter Health and Safety Training	425
Firefighting Skills Training	1118
New Hire Training and Orientation	297
Hazardous Materials Training	245
Incident Management Training	68
Technical Rescue Training	1137
TOTAL TRAINING HOURS	**8282**

***Training numbers are from Emergency Reporting Training 3.0 Module for 2015**

Retirements in 2015*

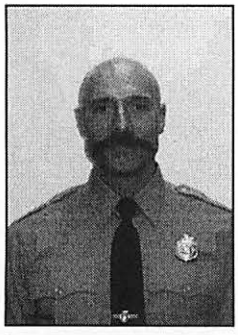


FEO Wallace Endsley

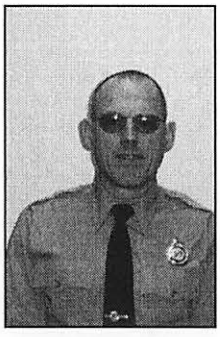


FEO Andrew Heyn

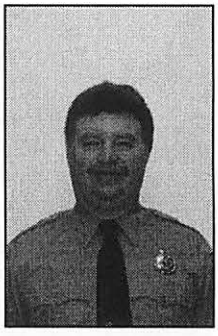
FF Steve Klokow



CPT Terry Soerens



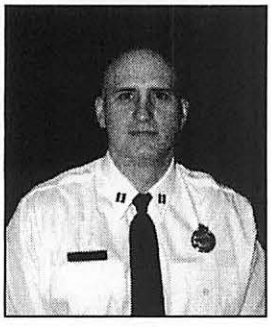
FEO Terry Risse



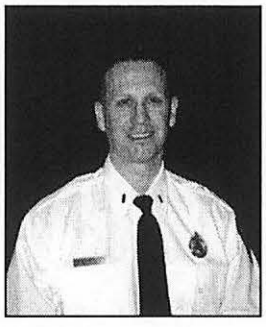
FEO Brian Schnelle

***Firefighter/Paramedic left the Sheboygan Fire Department to pursue other employment opportunities in 2015.**

Promotions in 2015



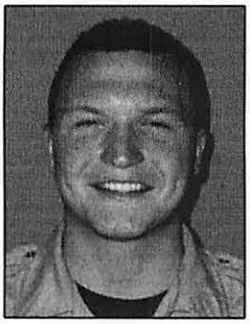
Captain
Timothy Kohlbeck



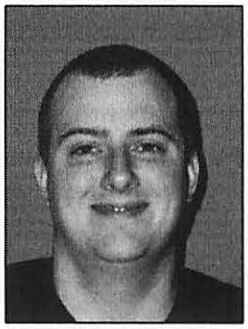
Lieutenant
Chase Longmiller

Lieutenant
Jamon Ingelse

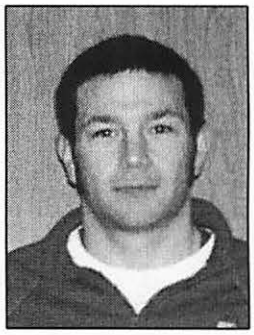
New Employees



FIREFIGHTER/PARAMEDIC
ADAM GRANDLIC



FIREFIGHTER/PARAMEDIC
ALEXANDER EBERT



FIREFIGHTER/PARAMEDIC
RYAN SHAW

In Memoriam

Robert Chuvan

Born: 1925
Appointed: 1948
Retired: 1985
Retired a Lieutenant
Returned to Quarters: 2015

Richard Ronk

Born: 1929
Appointed: 1958
Retired: 1984
Retired a Captain
Returned to Quarters: 2015

Thank you to Asher Heimermann of Incident Response for his photographs that appear in this annual report.

VI

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. July 5, 2016.

Your Committee to whom was referred R. O. No. 62-16-17 by the Board of Marina, Parks and Forestry Commission submitting a recommendation regarding the Urban Forest and Emerald Ash Borer Management Plan; recommends approving the Plan.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.7

R. O. No. 62 - 16 - 17. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSION.
June 20, 2016.

Submitted is a recommendation from the Board of Marina, Parks and Forestry Commission regarding the Urban Forest and Emerald Ash Borer Management Plan.

The Commissioners reviewed the Urban Forest and Emerald Ash Borer Management Plan as submitted by Bluestem Forestry Consulting, Inc. The plan offered three scenarios for the management of ash trees. Scenario Number Two consists of treating 2,800 ash trees over the next three years and removing 2,750 ash trees over the next four years. The plan suggests and provides budget estimates for tree planting, treatment and additional employees.

The Commissioners recommend following Scenario Number Two for the treatment and removal of City ash trees.

Pub Wks. approves

Board of Marina, Parks and Forestry Commission

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Urban Forest and Emerald Ash Borer Management Plan

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: June 14, 2016 **MEETING DATE:** June 28, 2016

FISCAL SUMMARY:

		STATUTORY REFERENCE:	
Budget Line Item:	N/A		
Budget Summary:	Forestry	Wisconsin Statutes:	N/A
Budgeted Expenditure:	Five year expense	Municipal Code:	N/A
Budgeted Revenue:	Five year expense		

BACKGROUND / ANALYSIS:
Bluestem Forestry Consulting, Inc. was hired by the city to write an Urban Forest and Emerald Ash Borer Management Plan.

STAFF COMMENTS:
The plan offers three scenarios for the management of ash trees. Staff is suggesting Scenario number two. Scenario number two consists of treating 2,800 ash trees over the next three years and removing 2,750 ash trees over the next four years.
The plan suggests and provides budget estimates for tree planting, treatment and additional employees.
The Marina, Parks and Forestry Commission passed a motion of recommendation to accept the attached document as the City of Sheboygan's Urban Forest and Emerald Ash Bore Management Plan and recommend following scenario two for the treatment and removal of city ash trees.

ACTION REQUESTED:
Motion to recommend to the Common Council to accept the attached document as the City of Sheboygan's Urban Forest and Emerald Ash Bore Management Plan and recommend following scenario number two for the treatment and removal of city ash trees.

ATTACHMENTS:
I. Proposed City of Sheboygan Urban Forest and Emerald Ash Borer Management Plan.

CITY OF SHEBOYGAN

Urban Forest and Emerald Ash Borer Management Plan

Prepared by:
Bluestem Forestry Consulting, Inc.
May 17, 2016

This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry program as authorized under s.23.097 Wis. Stat.

City of Sheboygan Urban Forest & Emerald Ash Borer Management Plan

Table of Contents

Chapter I. Introduction, Purpose & Executive Summary

Introduction

The urban forest of Sheboygan provides a multitude of aesthetic, economical, and environmental benefits to citizens, businesses, and visitors alike. Beyond shade and beauty, trees also have practical benefits and real monetary value that communities sometimes are unaware of. Sheboygan's urban forest provides valuable public services and is worth millions of dollars. Unlike other public infrastructure components, properly planted and maintained trees increase in value over time.

Based upon existing inventory data, Bluestem Forestry Consulting, Inc. completed this document that makes specific, prioritized recommendations for managing the urban forest resource for 2016-2020. This plan will provide management options that will allow the City to mitigate the disruption to its urban forest caused by the infestation of the Emerald Ash Borer (EAB), while developing a routine forestry program that will help protect and preserve the City-managed trees in a cost-effective and efficient manner.

Purpose of Plan

The purpose of having an urban forest management plan is to ensure that the citizens of City of Sheboygan will enjoy the benefits of trees through proper arboricultural techniques and management practices.

The development of a long-range urban forestry maintenance and management plan based on current research and inventory results will provide the foundation for an ongoing program that will result in a healthier and safer community. In particular, a management program can be used to monitor trees for safety risks on a continual basis, will help reduce storm damage, allow work to be executed more efficiently, and establish and prioritize annual budgets.

The plan is based on the most recent scientific studies and recommendations from key partners and multiple state and federal agencies. As this is a living document, updates to this plan will should made as new information and recommendations are released.

Executive Summary

Important points of the inventory and current tree management program include:

- *A total of 22,154 trees appear in the most recent tree inventory.*
- *5,139 trees (23.2%) are ash and are susceptible to Emerald Ash Borer. EAB was confirmed in Sheboygan in March 2016.*
- *The largest tree genus (family) occurring in Sheboygan is maple which represents 35.8% of the total population, followed by ash. Ideally, the forest should be comprised of not more than 5% of any one species and 10% of any one genus.*
- *Chemical treatments to prevent infestation of EAB on ash trees are very effective. The recommended treatment for ash is TREE-äge. The manufacturer label recommends treatments on a 2 year cycle, but research has shown it is effective for a 3 year cycle, allowing each tree to be treated every-third year.*

- *This plan recommends removing 90 ash initially that are either in 'dead' or 'poor' condition. Three scenarios are presented for ash management beyond these initial removals. These scenarios include:*

  Remove all remaining 5,049 ash
  Chemically treat 2,800 ash over 12" in diameter (55.5%) & remove 2,249 ash that are 0-12" in diameter (44.5%)
  Chemically treat 4,276 ash over 6" in diameter (85.0%) & remove 773 ash that are 0-6" in diameter (15.0%)

- *Wood disposal options have been thoroughly researched and it is possible to re-purpose trees boles that have been removed.*

- *Four additional employees are recommended to manage ash and address routine tree management duties.*

- *The Superintendent of Park & Forestry and Director of Public Works will be responsible for the implementation of this plan.*

- *A companion document reports on findings and recommendations of the planting site inventory that was completed in the fall of 2015.*

- *An i-Tree analysis found that trees contained within the tree inventory contribute $3.1 million in benefits per year. These benefits include: stormwater runoff reduction, carbon dioxide reduction, energy savings, property value increase and air quality improvement.*

- *Based upon projected budgets, there will be approximately 1,250 trees removed annually for the next few years. This accounts for 'regular' tree removals as well as 750 ash removals. That quantity of removals may warrant the purchase of a log truck and an additional chipper.*

Chapter II. Tree Inventory & i-Tree Analysis Findings

The first and most important step in managing a community's urban forest resource is to conduct a tree inventory. A tree inventory is the process of counting, characterizing, and recording information about the public trees that make up the publicly owned urban forest. It is a useful tool that documents important information related to the trees.

Documentation is useful for identifying trees a community is responsible for maintaining. This information can then be used to identify areas of susceptibility (i.e. high ash component), low species diversity (species and/or age), and future planting opportunities. The information can also be used to document a risk assessment program where trees prone to failure are identified and can be preemptively dealt with. Additionally, in the case of an accident, being able to produce a risk assessment and work history log indicates the community's active role in maintaining safe trees. The ultimate goal of an inventory is to provide information essential to developing a community urban forest management plan that provides direction for urban forestry initiatives.

A simple tree inventory was provided to Bluestem Forestry Consulting Inc. for purposes of the development of this plan. Three important pieces of data were included in this inventory including: species/family, diameter at breast height (dbh) and tree condition. This data is seven years old and while helpful, is likely to be somewhat out-of-date. For example, Bluestem has found that most trees grow between 0.5-1.5" in dbh annually. It is strongly recommended that Sheboygan complete a complete re-inventory of trees located on street rights-of-way, in City Parks and other City owned properties as soon as possible. This task will cost approximately $125,000. A re-inventory will provide more accurate data and because Sheboygan will be removing and/or treating a large number of ash beginning in 2016 it is imperative that the City know not only the current state of the ash population, but the state of all trees for the purposes of risk management and routine maintenance.

Bluestem completed a planting site inventory that located available planting sites located within city street rights-of-way. Findings and recommendations of the planting site inventory can be found in the companion document "Planting Site Inventory, Findings & Recommendations."

Species Composition and Diversity

Fifteen major tree types were identified within Sheboygan's urban forest. Three genera are over-represented. Ideally, the forest should be comprised of not more than 5% of any one species and 10% of any one genus. For illustration, maple is considered a genus and includes each different type of maple. Each type of maple such as sugar maple is considered a species. The three genera over-represented are maple, ash, and basswood/linden . Limited species distribution could result in a population crash if an insect or disease were to attack any one particular species.

Similar to Dutch elm disease which destroyed American elms in the 1970-1980's, the emerald ash borer (EAB) is fatal to ash trees. The City has 5,139 ash trees (23.2% of its public tree population), all of which are threatened by EAB. EAB planning recommendations appear in the next section of this plan.

The distribution of trees by major tree types and species is shown in following table.

TREE TYPE SUMMARY TABLE - TOP 5		
Genus	**Count**	**Percentage of Total Population**
Maple	7,921	35.8%
Ash	5,139	23.2%
Linden/Basswood	4,299	19.4%
Ornamental Tree	1,160	5.2%
Oak	616	2.8%

This table illustrates how limited tree diversity is in Sheboygan. It is imperative that many different species of trees are planted. Maple and linden should be planted in very special circumstances only. Ash should not be planted for any reason. Sheboygan does have a fair number of streets with overhead power lines and/or streets with narrow boulevards where small or medium sized trees will need to be planted. These conflicts will limit the number of large canopy trees that are planted. It is critical that whenever possible, large shade trees are planted. Do not plant medium or small sized trees where large trees will grow. Canopy provides the ecological and environmental services that improve livability within a city.

Size Distribution

To optimize the value and benefit of the urban forest, an uneven-aged population is desired to allow allocation of annual maintenance costs uniformly over many years and to assure continuity in the overall tree canopy. A desirable distribution in a community's forest is to have a high proportion of young trees to offset establishment and age related mortality, while the percentage of older trees declines with age. This "ideal", uneven distribution suggests the largest fraction of trees (40% of the total) should be young, with diameters less than 8" in DBH, while only 10% should be in the large diameter classes (>25" DBH). The following chart illustrates size distribution based upon current inventory data.

SIZE DISTRIBUTION			
Existing %	**Existing Size Classes**	**Ideal dbh***	**Ideal %****
17.8%	0-6"%	0-8"	40.0%
28.7%	6-12"%	9-16"	30.0%
53.5%	12"+%	17-24"	20.0%
		25+"	10.0%

*diameter at breast height (4.5' above ground)

** based on recommendations from 2011 Minnesota Shade Tree Short Course

While it is difficult to interpret the data accurately because the size classes currently recorded are narrow and differ, it is believed that the current population is top-heavy, meaning that the large size classes are over-represented. Small size classes appear to be under-represented. The City is actively considering a large scale tree planting operation. This is strongly recommended.

i-Tree Analysis

An i-Tree analysis was completed using existing tree inventory data. The analysis concluded that public trees in Sheboygan contribute $3.1 million in benefits annually!
i-Tree is a state-of-the-art, peer-reviewed software suite from the USDA Forest Service that provides urban forestry analysis and benefits assessment tools. The i-Tree Tools help communities of all sizes to strengthen their urban forest management and advocacy efforts by quantifying the structure of community trees and the environmental services that trees provide.

Benefits calculated include:

- **Stormwater Runoff Reduction** – Trees reduce stormwater runoff and improve water quality. Stormwater runoff reduction benefits derived from Sheboygan street trees = $931,298.
- **Carbon Dioxide Reduction** – Trees reduce atmospheric carbon dioxide by capturing and storing carbon dioxide as they grow. Benefits = $115,812
- **Energy Savings** – Trees save energy by reducing the demand for energy to heat and cool buildings. Benefits = $840,140
- **Property Value Increase** – Trees improve property values and beautify our communities. Benefits = $1.1 million.
- **Air Quality Improvement** – Trees improve air quality by trapping particulates, absorbing gaseous pollutants and releasing oxygen. Benefits = $143,585.

i-Tree allows quantifiable dollar figures and numbers from environmental benefits to be determined from tree populations. A benefit of $3.1 million annually is a terrific contribution to the Sheboygan community. And it need not be stated that as a community located on the shore of Lake Michigan these benefits are very important, particularly the stormwater runoff reduction.

The full analysis can be found as attachment 2.

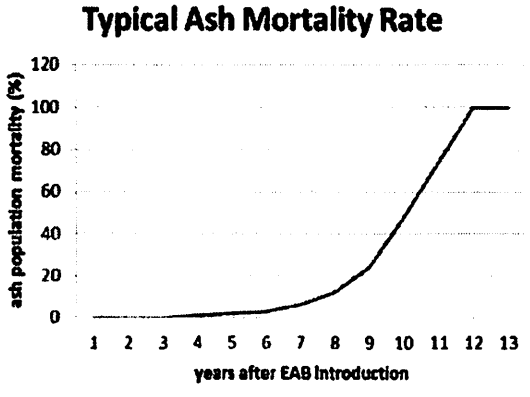
Chapter III. Emerald Ash Borer Planning

The Emerald Ash Borer (*Agrilus planipennis*) is an exotic pest native to Asia that was identified in southeastern Michigan near Detroit in the summer of 2002. The adult beetles munch on ash foliage but cause little damage. The real damage is caused by the EAB larvae that feed on the inner bark of ash trees, disrupting the tree's ability to transport water and nutrients. It is suspected that the insect was initially introduced to the United States via solid wood packing material carried in cargo ships or airplanes originating in its native Asia.

Unaided, the beetle is thought to move slowly through the landscape, approximately one mile annually, though the rate of spread varies by insect and host tree abundance. However, humans greatly accelerate the spread of the insect by moving infested nursery stock, firewood and logs to un-infested areas.

With the find of EAB in Sheboygan in March 2016, implementing management strategies will be essential in maintaining the urban forest canopy level and health. With no specific strategy or budget in place for managing EAB, Sheboygan has the opportunity to explore and select management option(s) that will provide the most economic benefit while increasing public safety.

To date, no community in North America has successfully eradicated EAB once detected. Symptoms of EAB are slow to appear, making initial infestations hard to detect. As shown in in the figure below, once EAB has been found, it is usually estimated that it has been present for 3-5 years. As the insect population builds, EAB eventually infests and kills all species and varieties of ash trees in the area. It is believed that Sheboygan is at year 4-5.



One of the first questions that arise when a community is making decisions regarding EAB is whether to maintain an ash component within their public urban forest. Any untreated tree can be expected to die. The options that exist are to remove all ash, save all ash with chemical treatment or treat a portion/remove a portion. There are pros and cons to each choice:

Removing all ash from the public forest:

Pro: Costs are definitive and finite	Con: High initial cost
Pro: No long term chemical treatment costs	Con: A unique species is lost to the forest
Pro: Diverse # of species replanted	Con: Mature trees are replaced with small trees
	Con: Public sentiment against removal

Save all ash thru the use of chemical treatments:

Pro: Ash remains a component of forest	Con: Long term treatment costs may be incurred
Pro: Public is generally supportive	Con: Potential environmental effects unknown
Pro: Large trees continue contributing to forest	Con: Some ash may need to be removed for other reasons

Remove a portion of trees and treat a portion of trees:

Pro: Ash remains a native component of forest	Con: Long term treatment costs may be incurred
Pro: Reduces high initial removal costs	Con: Public disapproval of decision criteria
Pro: Only trees in good condition retained	

The City of Sheboygan's most reasonable approach is to preserve a portion of ash trees and remove a portion. The following chart depicts three scenarios that were developed for the City based on interviews with staff. It was determined that 90 ash trees should be removed from the population because they represent a too-high risk based upon current condition.

An i-Tree analysis was completed on ash alone to highlight the good work public ash do in the community. They provide $631,294 in benefits annually. This graphic can be found as attachment 3.

Scenario #1: REMOVE ALL ASH *Trees to be removed: 5049*				
DBH	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	$0	
6-12	1476	246 days per crew	$0	
12+	2800	933 days per crew	$0	
Stump Grind	5049	n/a	n/a	504 days per crew

TOTAL STAFF-DAYS REQUIRED: 5,980
TOTAL CHEMICAL COST: $0

Scenario #2 (SAVE ASH >12") *Trees to be removed: 2,249* *Trees to be preserved: 2,800*				
DBH	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	$0	
6-12	1476	246 days per crew	$0	
12+	2800	n/a	$37,800*	80 days per crew
Stump Grind	2249	n/a	n/a	224 days per crew

TOTAL STAFF-DAYS REQUIRED: 1,848
TOTAL CHEMICAL COST: $37,800**

Scenario #3 (SAVE ASH >6") *Trees to be removed: 773* *Trees to be preserved: 4,276*				
DBH	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	$0	
6-12	1476	n/a	$33,210*	42 days per crew
12+	2800	n/a	$37,800*	80 days per crew
Stump Grind	773	n/a	n/a	77 days per crew

TOTAL STAFF-DAYS REQUIRED: 654
TOTAL CHEMICAL COST: $71,010**

*this will be an annual cost of chemicals (emmemectin benzoate) to treat each tree every third year

**cost of equipment for injecting is $1,700

For the purposes of this plan, scenario two was chosen as the best option. The reasons for removal and treatment are based upon common sense and reasonable expectations.

Remove the 90 ash trees identified as 'dead' or 'poor' in the inventory. The most logical method to reduce ash volume initially is to remove ash trees identified through the inventory as in need of removal. The trees on this list have a significant defect that presents a high risk. Any tree, which has the potential to entirely or partially fail and impact a target, can be considered a higher risk. A target can be a person, vehicle, building or any place where people gather (Source: Urban Tree Risk Management Guide, USDA Forest Service: www.na.fs.fed/us/spfo/pubs/uf/utrmm). There are 90 ash in this condition and they are being removed as a part of the risk tree removal.

Remove and replace small diameter ash trees. According to current research, chemical treatments to preserve ash will need to continue for the lifespan of the tree. When treatment stops, the tree begins to die. Smaller diameter trees are typically not worth preserving for a variety of reasons.

- They may require treatments for many decades
- They contribute less overall benefits than large diameter trees
- Removal with immediate replanting results in less impact than would removing a very large tree

For these reasons, removal of small diameter ash (1-12") are recommended for removal and replanting. There are 2,249 ash (44.5%) of this size in Sheboygan. These should be scheduled for removal and replanting over the course of three years beginning in 2016. Presently, this plan recommends removing 1/3 of the recommended ash removals each year for the next three years. If the insect appears to be moving more quickly than this, the removal schedule may need to be accelerated.

Chemically treat all other ash. After removals, 2,800 public ash (55.5%) will remain in the population. These trees are larger diameter (≥12") ash. These are the trees that should be targeted for preservation. Treatment should be started immediately with treatment of 1/3 of the population each year beginning in 2016. Again, this plan recommends treating1/3 of the recommended ash treatments each year for the next three years. If the insect appears to be moving more quickly than this, the treatment schedule may need to be accelerated.

The most common treatment, TREE-äge (emmamectin benzoate) is injected. This trunk injected insecticide is recommended by the manufacturer for treatment every-other year, but research has shown it is effective for every-third year application. They can only be applied by a certified applicator, but are extremely effective for larger diameter trees. Procedures for application including rate and timing must be followed closely.

When considering insecticide control options, some of the highlights are:

- Research has shown that insecticides can effectively and consistently protect even large trees from EAB, even under intense pest pressure.
- Recent economic analyses have concluded that treating landscape ash trees with effective systemic insecticides is much less costly than removing trees.
- An effective insecticide may stop additional damage, but it cannot reverse damage that has already occurred. Therefore, the best control can be achieved when insecticide treatments are started before the tree is infested or in the earliest stages of infestation before visible symptoms are present.

Treatments are meant to be evaluated after each treatment cycle (2 years). A treatment program is not envisioned to last 30 or even 20 years. It is meant to provide a more gradual transition towards the disappearance of ash in Sheboygan public spaces.

Insecticide treatment options information can be found at: http://www.emeraldashborer.info/files/multistate_eab_insecticide_fact_sheet.pdf.

EAB Regulations for Quarantined Areas

In order to prevent further spread of EAB through artificial (human assisted) means, the following materials are regulated in quarantined areas:

- Ash trees, limbs, branches, and roots
- Ash logs, slabs, or untreated ash lumber with bark attached
- Cut firewood of all non-coniferous species
- Ash chips and ash bark fragments larger than one inch in two dimensions
- Mixed wood residue that may contain ash
- Any wood items which could harbor living EAB eggs, larvae, or adults and thus transmit an infestation.

USDA- APHIS will primarily regulate interstate movement of regulated materials. DATCP will regulate intrastate movement of regulated materials. In addition, DNR Conservation Wardens have the authority to issue citations for quarantine violations through NR40 (Wisconsin's Invasive Species Identification, Classification and Control Rule). While movement of regulated material anywhere within a quarantine area is legal, caution should be placed on the movement of material across large expanses of the quarantine to limit any further spread of EAB. Quarantines will primarily affect nurseries, firewood dealers and users, and mills. DATCP will work with affected industries and communities to minimize the impacts. Compliance agreements are the most common tool used to allow industries to conduct business and move affected material while protecting areas of the state not yet affected by EAB. Compliance agreements allow for the movement of regulated material from quarantined areas to non-quarantined areas from October 1 to March 31 and require all material to be processed according to legal specifications by April 30. Under this treatment schedule, all life stages would be destroyed prior to adult emergence. The dates are determined based on the life cycle of EAB. EAB is in its larval stage under the bark of the trees from approximately October 1 to May 1, thus when transporting material during this time spread is minimized. However, due to EAB typically emerging from the trees in its adult "flight" stage between May 1 and September 30, no untreated material can be moved outside quarantine areas during this summer period. For a more extensive look at both federal and state summaries please refer to https://datcpservices.wisconsin.gov/eab/index.jsp or contact DATCP officials for further

Wood Utilization Options

The City of Sheboygan currently makes chips available for resident use and delivers boles suitable for firewood to a local vendor. The current vendor does not have capacity for additional wood waste. Several options were researched and it will be possible to dispose of wood waste in an environmentally sound and constructive method.

The two promising methods of wood waste disposal include:

Kettle Morraine Hardwoods - http://www.kmhardwoods.com/ This company currently works with the City of Milwaukee and receives tree wood waste. They will accept all boles in any size, but will not accept brush or stumps. The model developed by KM Hardwoods and Milwaukee should work well in Sheboygan. KM Hardwoods has large dump containers delivered to Sheboygan and the City fills these. As filled, they can be delivered to KM Hardwoods and replaced with empty containers. The only cost incurred by Sheboygan is the cost to transport the containers. This method could be used to dispose of private wood waste as well. Contact

Bob Wesp at 414-520-9378 to further discuss this opportunity. The cost per container is estimated to be between $300-$400 each.

Hoppe Tree Service - http://hoppetreeservice.com/urbanwoodlab/ Hoppe Tree Service uses urban wood in fine furniture and other unique applications. They are interested in obtaining wood from Sheboygan, but are unable to accept larger quantities. This is a very innovative project and is repurposing wood in this manner is well - received by the public. Contact August Hoppe for additional information at 414-257-2111.

Other Insects for Consideration

Asian Longhorned Beetle (ALB)

ALB is an invasive insect originally from China that has become a serious problem to trees in certain parts of the United States. The beetle's larvae creates tunnels by girdling stems and branches on trees. The insect has been reported to have entered the United States via wood packing materials originating from China.

Although ALB seems to prefer maple species (*Acer* spp.) in the United States, it has also been found in horsechestnut/buckeye species (*Aesculus* spp.), alder species (*Alnus* spp.), birch species (*Betula* spp.), poplar species (*Populus* spp.), willow species (*Salix* spp.), and elm species (*Ulmus* spp.). This list in not conclusive since a complete list of host trees in the U.S. has not been determined.

The adult beetles are persistent from July to October, but can be found later in the fall if temperatures remain warm. After adults emerge from their larvae tunnels, they bore another tunnel through wood, creating a round exit hole in the tree bark. Adults generally remain on or around the trees they originated from, only traveling short distances to feed and reproduce.

At present ALB has not been found in Wisconsin. For more information on the identification and management of ALB please refer to http://asianlonghornedbeetle.com/.

Other Diseases for Consideration

Oak Wilt (OW)

The disease is caused by the fungi *Ceratocystis fagacearum*, which attacks the water-conducting (vascular) system of trees. A tree responds by blocking its vascular system to contain the disease and, in doing so, cuts off the water supply to its leaves.

Oak wilt can be spread by insects that carry the pathogen on their bodies from an infected tree to an uninfected tree. It also spreads via the vascular system of grafted roots of adjacent trees. If the disease is allowed to progress, it will spread to healthy oaks that are connected by the roots (root grafts) to the diseased trees. In forested areas where oak is common and root grafting is widespread, an ever-widening pocket of dead oaks will form. Where oak is mixed with other species and is a minor part of the forest, oak wilt will spread slower and may actually stop where roots are not grafted. New pockets of dead oak may also be formed by sap-feeding beetles spreading oak wilt above ground.

In urban areas oak trees are most easily infected by overland spread in the springtime, from bud swelling until two to three weeks past full leaf development. The Wisconsin Department of Natural Resources recommends that you avoid pruning, cutting, or wounding oak trees April through July (April, May, June, and July) in urban areas. Observations and unpublished research have shown that overland infection can occur after July, yet these mid-summer through early fall infections are not common. To take a very cautious approach, do not prune

or otherwise wound oaks from April to October. In some years, spring comes much earlier. If daytime temperatures begin to reach the 50-degree mark, stop pruning oak at that time, even if it is still the middle of March.

The first signs of OW occurs when leaves in the upper crown turn a dull green, bronze, or tan beginning at the leaf margin. Soon after, the leaves will drop off with various degrees of discoloration. Brown streaks develop in the new sapwood. Trees in the red oak group are not known to recover once infected. The white oak group varies in species resistance to OW, but they usually die slowly over a period of several years.

Chapter IV. Staffing, Equipment & Budgets

Sheboygan has the benefit of some quality equipment for tree work. They are able to use a loader, tandem trucks, 2 bucket trucks, chippers, stump grinders and a variety of saws and safety gear. The only significant piece of forestry equipment lacking is a log truck or similar. Based upon projected budgets, there will be approximately 1,250 trees removed annually for the next few years. This accounts for 'regular' tree removals as well as 750 ash removals. That quantity of removals may warrant the purchase of a log truck and an additional chipper. Work will need to be very efficient to stay on schedule and these pieces of equipment will assure that occurs.

The two biggest hurdles Sheboygan faces is budgeting and staffing. A schedule of activities can be found as attachment 1. It details activities, cost and staff time for activities for the next five years. Following this schedule will get Sheboygan through the worst of the EAB crisis and start them down the path of routine maintenance. The schedule illustrates how under-staffed and under-budgeted the existing forestry program is to deal with large numbers of ash removals as well as treating the remaining ash.

A summary of the activities is:

Activities to be Completed in 2016.

Complete removals that are 'dead' and 'poor' ash (90 trees)

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS = 7 FTE

ADDITIONAL CONTRACT & CHEMICAL COST = $190,300

Activities to be Completed in 2017.

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 6.5 FTE

ADDITIONAL CONTRACT & CHEMICAL COST - $190,300

Activities to be Completed in 2018 :

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 6.5 FTE

ADDITIONAL CONTRACT & CHEMICAL COST - $190,300

Activities to be completed in 2019 & annually thereafter:

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Training prune on newly planted trees (500 trees)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 5.0 FTE

ADDITIONAL CONTRACT & CHEMICAL COST - $87,800

The department currently has four full-time employees (FTE). This will need to be increased by three *additional* FTE to help Sheboygan tackle the EAB crisis. Additionally, it is strongly recommended that a dedicated City Forester be hired. The current Superintendent of Parks and Forestry is doing an excellent job, however, when ash related activities begin he will be unable to complete both forestry and parks duties. It is recommended that a 'working' forester be hired. This should be an individual who can both work with the crew and manage forestry activities.

Likewise, the costs above represent *additional* costs to the program. The current funding must be maintained and increased by the numbers above. As EAB marches across the nation and state, communities are finding

they are simply unprepared to deal with a tree pest of this magnitude. Not unlike Dutch elm disease in the 1970's and 1980's, EAB does represent a crisis that must be managed quickly to ensure the safety of residents in Sheboygan.

Due to the large number of trees being removed and pruned, staff should receive training immediately on proper pruning and tree felling techniques. Each year, staff should receive training on some facet of tree care to continually expand their capabilities. A figure has been included in the budget for this. Staff will be completing most work in-house and training is critical for proper safety and tree care. Some trees may need to be contracted out to a qualified tree care firm if they are unsafe for staff to complete.

Chapter V. Urban Forestry Goals

This plan was the first step towards establishing a defined, efficient forestry program to maximize benefits and minimize costs for the City of Sheboygan. The next step is to identify goals and begin the process of implementation. The primary goals and objectives that have been identified to establish a management program in order of priority are:

GOAL 1: ELIMINATE HIGH RISK SITUATIONS.

Remove high-risk trees.
Prune high risk branches.
Remove and manage EAB/ash trees

GOAL 2: ESTABLISH A ROUTINE, COMPREHENSIVE URBAN FORESTRY PROGRAM FOR A HEALTHY FOREST

Perform yearly tree inspections/Evaluate risk management program.
Perform training prunes.
Perform routine pruning and removals.
Plant high quality trees with low maintenance requirements.

GOAL 1: Eliminate high-risk situations.

The first and foremost objective of any municipality entrusted with the responsibility of an urban forest is the safety of its residents and visitors. Until a safe environment has been attained, no other objectives can be tackled. The following is a prioritized list of actions that need to be taken to eliminate the high-risk situations identified during the inventory:

Remove High Risk Trees

Tree removals are an integral part of a sound forest management program. Removals are as necessary to the urban forest's life cycle as are tree plantings and maintenance. Removals do, at times, stimulate a public reaction because people grow attached to the trees in the vicinity of their homes. Nevertheless, a successful urban forestry program demands that a removal policy be adopted and applied uniformly throughout the City. A clear policy provides coherent guidelines to enable City officials and crews to make informed, defensible, consistent removal decisions. Furthermore, such a policy can help allay public concerns about tree removals. The City's potential losses from liability claims are also reduced due to healthier and lower risk trees.

The goal of a removal plan is to develop a comprehensive risk reduction program that will guarantee the timely removal of high risk or potentially high risk trees as well as to heighten awareness of hazard abatement procedures.

There are three important reasons for establishing a strong removal policy. The first is to maintain safe public areas by reducing potentially high-risk trees and the liability associated with them. Secondly, the removal of dead and declining trees allows the urban forest manager to make room for new, diverse plantings which in turn increases the overall health of the community forest. Thirdly, it is more cost effective to maintain healthy trees rather than decadent, senescing, over mature trees.

In Wisconsin, municipal governments have a legal duty to exercise reasonable care to protect the general public from foreseeable hazards. To minimize the liability associated with trees in high use areas, such as urban streets and parks, land managers must demonstrate reasonable care in maintaining these trees. Political pressure, inadequate time, untrained staff and inadequate funding are not valid reasons for inaction and may potentially leave the City liable should there be no designated risk tree removal program showing the effort to reduce the number of these trees.

Based on the inventory data, Bluestem estimates that 90 trees should be immediately removed from the existing tree population. The City routinely removes approximately 500 trees per year (1.5% of the total population) that become unsafe or are an obstruction in some way. Additional removals are recommended due to EAB, causing the total number of removals recommended in 2016 to be around 1,400 trees. This plan recommends removing 1/3 of the recommended ash removals each year for the next three years. If the insect appears to be moving more quickly than this, the removal schedule may need to be accelerated.

Several factors can assist with prioritizing tree removals and management:

1. Utilize the Risk Management Guide (attachment 4). This guide is a step-by-step system for evaluating risk within the population. This guide was utilized during the inventory fieldwork and is a good guide for the City to use for day-to-day duties. For example, several steps are listed for tree evaluation. One step is to 'Identify Problematic Conditions'. The inventory identified a condition rating for each tree inventoried. Poor and dead trees need to be prioritized for removal. Other steps include identifying problematic species, diameters and defects. Some problematic species include willow and boxelder. These trees are typically weak wooded and tend to fail more often than other species such as oak. Problematic diameters include larger diameter trees. A 2" dbh dead tree poses minimal risk, while a 30" dead or very poor condition tree poses a very high risk. Target and location are also important factors to consider when prioritizing removals. Playgrounds and busy streets where pedestrians and vehicles frequent should receive higher priority than streets with wooded/naturalized rights-of-way. The combination of these factors should be used to determine the order in which trees need to be removed.

2. Prioritizing Funding. The safety risk of failing trees cannot be over-stressed. Staff time and funding needs to be prioritized to maximize public safety and reduce tree-related liability. The frequency of other non-safety tasks should be reduced so that staff can dedicate more time to pruning and removals? Will a reduced mowing schedule endanger residents? Will a 32" silver maple with a trunk cavity endanger residents? Again, a complete tree re-inventory is recommended. A new inventory should include much more specific information that will help Sheboygan determine risk more accurately.

A "high risk" is any tree or tree part that demonstrates a high risk of failure or fractures which would result in damage or injury to people or property. Usually, high-risk trees demonstrate visible defects.

There are two distinct aspects to the definition of a high risk tree: 1) a physical defect within a tree that increases its potential for failure, and 2) the proximity of the tree to people or property that increases the likelihood of personal injury or property damage. A decaying tree in the middle of the Chequamegon National Forest may have a potential for failure, but the chance that tree will cause personal injury is remote. However, that same tree located at a park in Sheboygan, should be considered a high risk because of its urban location.

One task of the urban forest manager is to anticipate tree failures before they occur. There are no absolutes in determining risks - only sound judgment based on experience at recognizing structurally unsound trees.

The number of trees marked for removal within a given year further describes a forest system's health, although in some instances trees need to be removed for reasons unrelated to health. The objective is to eventually have no City trees with a condition rating lower than fair.

The risk assessment that Sheboygan should use to evaluate trees was created by the International Society of Arboriculture. It is titled A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas, 2nd Edition by Nelda Matheny and James R. Clark. This can be purchased for $45.00 at 1-888-472-8733. Additional resources include the US Forest Service's "Urban Tree Risk Management" guide. This is available at no charge from the WI DNR regional urban forester.

When a tree has been identified for removal or priority pruning, it may indicate an underlying deficiency. For this reason, all trees scheduled for removal need to receive a thorough inspection twice a year (once with the leaves on and once without the leaves) until the tree has been removed or the hazard has been eliminated.

City policy should require tree pruning and removal in accordance with national industry standards. Standards-based specification are commonly used when municipalities hire a contractor or purchases materials, but should also be applied to all work completed by staff. Industry standards and specifications include current editions of:

~ American National Standard for Safety in Tree Care Operations, ANSI Z133 (current revision). Can be purchased at: http://www.treecareindustry.org/public/gov_standards_z133.htm

~ American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices, ANSI A300 (current revision). Can be purchased at: http://www.tcia.org/standards/A300.htm

A notification procedure should be enacted to alert nearby residents of the impending removal. Not only does this alert them to the high risk situation, it helps residents feel involved in the decision and gives them time to adjust to the loss of the adjacent tree. The tree can be "marked" and give the nearby homeowner written notification explaining why the tree is being removed, how the removal will be performed, when the removal will begin and if replanting will occur. Include a phone number to be contacted for any additional questions or concerns. By performing this pre-emptive task the City will find better compliance, cooperation and support from residents regarding the City's forestry program activities. Ordinances are currently undergoing revisions and will likely include a notification procedure.

Prune High-risk Branches

Often a tree may need to have a high risk branch pruned. These may be trees with obvious risks such as branch cavities, hangers or significantly sized deadwood. These trees should be pruned immediately as they present a great danger. The inventory did not identify trees with this need, but often residents will phone in a problem or the crew will note the problem as they travel throughout the community.

Manage Ash Population

Ash management strategies are a very large concern in Sheboygan. Please see Chapter III for a detailed discussion of these recommendations.

GOAL 2: Establish a routine, comprehensive urban forestry program for a healthy forest.

Systematic maintenance of existing trees is important for three reasons: safety, cost savings and aesthetics. Maintained trees have a greater lifespan and provide greater canopy benefits than trees that are not maintained. Proper maintenance can also reduce removal and replanting costs. With limited budgets and time, it is necessary to prioritize actions. High-risk tree situations should always be eliminated first (Goal 1) and then routine maintenance should proceed. The following routine objectives are listed from highest to lowest priority.

Perform Yearly Tree Inspections & Evaluate the Risk Management Program

It is important that *all* of the street and park trees in the City get a yearly inspection. Trees that have been identified during the inventory as needing immediate action should receive an inspection at least *twice* yearly. Complete this inspection once with leaf cover and once without until the hazard has been eliminated or the situation resolved. Additionally, all large diameter trees need an extra inspection after storms. If any hazards are identified, the situations need to be corrected immediately, and then continue with the list of routine maintenance.

It is important that an ISA Certified Arborist complete all tree inspections (greater than 6" in diameter).

Seven factors should be considered when evaluating trees:

Factor	Considerations
Crown Development	Characteristic of species and well balanced Branching throughout entire upper 2/3 of trunk area Lacking full crown
Trunk	One central leader is desired No defects Missing sections of bark Extensive decay or hollow
Major branch structure	Evenly distributed braches Structurally important branches not dead or broken
Twig growth rate	Typical for species and age Growth rate reduced
Foliage	Normal size and color Small leaves with deficiencies
Insects & Disease	No apparent problems Severe infestation
Roots	Extensive root loss Stem girdling roots present Trunk flare present indicating proper planting depth

An excellent resource guide is "How to Recognize Hazardous Defects in Trees" published by the USDA Forest Service (Guide # NA-FR-01-96). This can be found at:
http://www.na.fs.fed.us/spfo/pubs/howtos/ht_haz/ht_haz.htm

To reduce high-risk situations within Sheboygan, a qualified forester/ISA Certified Arborist should evaluate the risk management program annually. The evaluation can be accomplished by following the Risk Management Guide (Attachment 4). This inventory and management plan represents the first comprehensive inventory but is not a substitute for a hazard tree evaluation. This management plan is the first phase of the risk management program.

Perform Training Prunes

Training pruning is the structural pruning of all trees 10 years of age or younger. Some benefits of training pruning include:

- *Pruning 2-3 times in the first ten years of a tree's life will reduce 90% of the structural problems the tree will ever have.*
- *This is the easiest pruning to perform due to the small size of the trees.*
- *Increased safety to both the tree and public due to elimination of sight obstructing branches and less branch breakage from car/truck strikes.*
- *Training pruning is the most cost effective pruning because it reduces long-term routine pruning costs.*
- *It is the most economical pruning because an in-house crew can complete it quickly and efficiently.*

Trees that are structurally pruned at this stage require much less care as they mature. It is not necessary that they be pruned every year but an every-third year pruning is a good objective. This results in cost savings and still adequately prunes the tree. Staff can complete this task. All of the training prunes can be completed in-house until they are unable to be reached from the ground or are older than 10 years planted, and then they will be scheduled for routine pruning.

Perform Routine Pruning & Removals

One of the most beneficial and noticeable activities performed in the urban forest is routine pruning. Routine pruning is the cycle of pruning all trees on a rotating basis. Once all of the safety issues have been addressed, all trees 10 years of age or over (approximately 6" or over) need to be placed on a routine pruning cycle. Some benefits of routine pruning include:

- Increased health and viability of trees.
- Fewer tree mortalities and fewer structural deficiencies.
- Reduced liability from potential tree-related injuries or damages to property.
- Increased property values.
- Enhanced aesthetic value.
- Fewer complaints/requests.
- Increased longevity of tree.
- Reduced future costs associated with hazardous limbs and decay.
- Improved cost effectiveness of tree maintenance reducing the need for on-demand pruning and associated staff overtime.

Once risk issues have been resolved and ash management is under way, a feasible routine pruning cycle needs to be established. Industry guidelines are to prune each tree over 6" dbh once every 5-8 years. An eight year cycle is recommended for Sheboygan. Essentially, the City can be broken into eight zones and a different zone has work completed in a particular year. Taking into consideration Sheboygan's current level of stocking, the above mentioned routine pruning cycle of seven years will result in approximately 2,750 trees pruned annually.

Completing one cycle, combined with increased emphasis on training prunes, should greatly reduce the cost and time associated with future routine pruning. If a tree is pruned properly and is on a routine pruning cycle, no limb over 4" in diameter should need to be removed. The best time of year to prune is when the leaves are off the trees. If pruning does occur while the trees have their leaves on, it should be after the leaves have fully expanded and not when they are in the process of forming. Pruning should also be avoided when the leaves are turning colors in the fall and in the process of dropping. All American elms and oaks should be pruned during dormancy.

Another facet of routine maintenance includes 'routine' tree removals. Any given City can expect approximately 1-2% of trees will need to be removed per year due to high-risk situations that develop naturally as the tree population matures. This is in addition to the initial safety removals. In Sheboygan this estimates a total of 500 removals per year. This has also been figured into the schedule of activities that can be found as attachment 1.

Plant high quality trees with low maintenance needs

A planting site inventory was completed in the fall of 2015 and a companion planting document has been produced. Please refer to that document for specific information, but it is important to diversify the urban forest as much as possible. Every effort should be made to continue diversification. Planting many different species and varieties keeps the urban forest healthy and attractive. Ideally, no more than 5% of any one species and 10% of any one genus should comprise the City's trees. It is recommended at present and into the future (next 10 years) that planting of maples should not occur or be very limited due to this genus representing a quarter of the current public tree population.

Many excellent tree planting resources can be found online. A newer publication developed by the WI DNR division of forestry can be found at dnr.wi.gov/forestry/publications/newtreeplanting.pdf. Some planting techniques to utilize include:

All plant quality should follow the American National Standard for Nursery Stock; ANSI Z60 (current revision) should be used when purchasing plant material. Can be found at: http://www.isa-arbor.com/education/onlineResources/cad/resources/educ_CAD_DevelopingPlantingSpecifications.pdf

ATTACHMENT 1:

Schedule of Activities

2016 Activities

Activity	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Tree Removals - All 'dead' trees and 'poor' ash	142	35 days for a 4 person crew	crew averages 4 daily
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	$150,000 & 100 days administration/inspection	this activitiy is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = $37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,400	140 days for 2 person crew	crew averages 10 daily

TOTAL STAFF DAYS	1,634 days (7 FTE)
TOTAL CONTRACT & CHEMICAL COST	$190,300

**Each tree should be evaluated for safety of removal by in-house crew. Contract those deemed unsafe to be completed in-house.*

2017 Activities			
Activity	**# of Trees**	**Contract Cost or Staff Hours Required**	**Misc. Comments**
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	$150,000 & 100 days administration/inspection	this activity is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = $37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,250	125 days for 2 person crew	crew averages 10 daily

TOTAL STAFF HOURS	1,464 days (6.5 FTE)
TOTAL CONTRACT & CHEMICAL COST	$190,300

2018 Activities			
Activity	**# of Trees**	**Contract Cost or Staff Hours Required**	**Misc. Comments**
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	$150,000 & 100 days administration/inspection	this activitiy is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = $37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,250	125 days for 2 person crew	crew averages 10 daily

TOTAL STAFF HOURS	1,464 days (6.5 FTE)
TOTAL CONTRACT & CHEMICAL COST	$190,300

2019 & Recurring Activities			
Activity	**# of Trees**	**Contract Cost or Staff Hours Required**	**Misc. Comments**
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	20 days for a 4 person crew in-house; contract cost is approximately $100/tree = $50,000	contract growing is strongly encouraged; crew averages 25 daily
EAB Activities	n/a	treat 930 trees annually = $37,800 & 26 days (2 person)	continue treating 1/3 of remaining ash annually
Training	n/a	$2,500	Check WAA Fall Conference for potential training opportunities
Stump Grinding	500	50 days for 2 person crew	crew averages 10 daily
Training Prunes	500	20 days for single crew person	person averages 25 daily

TOTAL STAFF HOURS	982 days (5.0 FTE)
TOTAL CONTRACT & CHEMICAL COST	$87,800

ATTACHMENT 2:

i-Tree Analysis for ALL Trees

City of Sheboygan

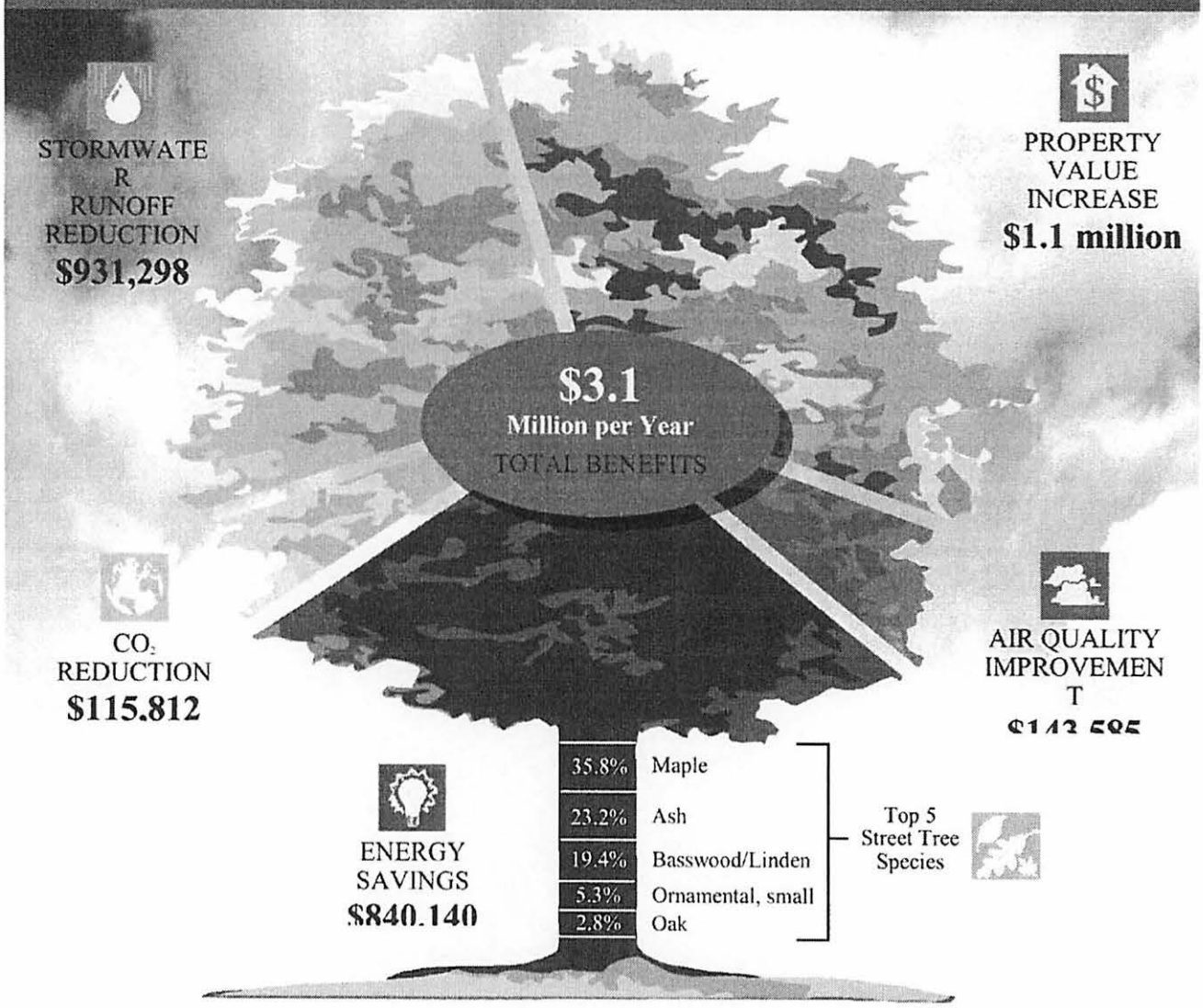
Street Tree Benefits

Sheboygan street trees provide millions of dollars of environmental, economic and aesthetic benefits to the community. Over their lifetime, street tree benefits exceed the costs of planting and care, representing a 300 percent return on investment. Tree benefits increase over time highlighting the importance of not only planting trees, but of providing ongoing maintenance and protection. These benefits are a reminder of the worthwhile investment in our community forestry program.

Trees:

- **Reduce stormwater runoff**
- **Lower summer air temperatures**
- **Reduce air pollution**
- **Reduce heating and cooling costs**
- **Reduce atmospheric carbon dioxide (CO_2)**
- **Enhance property values**
- **Provide wildlife habitat**
- **Improve health and wellbeing**
- **Improve learning and concentration**
- **Provide aesthetic benefits**

Annually, Sheboygan public street trees provide[1]...



Trees Reduce Stormwater Runoff and Improve Water Quality

Trees reduce peak stormwater runoff and associated pollutants entering local water bodies. Trees reduce stormwater volumes by intercepting a portion of rainfall, which evaporates and never reaches te ground. Tree roots also increase rainfall infiltration and storage in the soil. And tree canopies reduce soil erosion by diminishing the impact of raindrops on barren surfaces.

Street trees in Sheboygan intercept 34,365,249 gallons of water annually for a savings of $931,298.

Trees Reduce Atmospheric Carbon Dioxide

Trees reduce atmospheric carbon by capturing and storing CO_2 as they grow. By reducing demand for heating and cooling, trees indirectly reduce CO_2 by avoiding power plant emissions associated with energy production.

Street trees in Sheboygan capture 9,485,113 tons of atmospheric CO_2 per year. Annual savings including indirect costs are $115,812. Street trees also store approximately 97,236,186 tons of atmospheric CO_2 for a total savings of $729,271.

Trees Improve Air Quality

Trees improve air quality by trapping particulates, absorbing gaseous pollutants, and releasing oxygen. By cooling urban heat islands and shading parked cars, trees indirectly reduce ozone levels. The Environmental Protection Agency recognizes tree planting as an ozone reduction measure in state implementation plans.

Street trees in Sheboygan remove 3,195 lbs. of particulate matter, 6,538 lbs. of ozone, 295 lbs. of sulfur dioxide and 1,110 lbs. of nitrogen oxides annually. Total annual savings including indirect costs are $143,585.

[1]Analysis was conducted using iTree Streets. iTree Streets is a street tree management and analysis tool for urban forest managers that uses tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits. The iTree Suite is a free state-of-the-art peer reviewed software suite from the USDA Forest Service. www.itreetool.org.

Tree graphic concept courtesy of City of New York Department of Parks & Recreation.

Trees Save Energy

Trees reduce the demand for energy to heat and cool buildings by providing shade, lowering summertime temperatures, and reducing windspeeds. Secondary benefits are reduced water consumption and pollutants emissions by local power plants.

Street trees in Sheboygan save approximately 3,853 MWH of electricity and 558,835 Therms of natural gas annually for a savings of $840,140.

Trees Improve Property Values and Beautify Our Communities

Trees are the single strongest positive influence on scenic quality in our community! They increase the attractiveness of retail business areas. Studies found shoppers are willing to pay up to 11% more for goods and services in a well-landscaped business district. Trees increase property values. People will pay 3-7% more for properties with many trees. Trees foster safer and more sociable neighborhoods. Views of trees ease mental fatigue and stress, help concentration, reduce sickness, and provide settings for recreation and relaxation. Trees also help reduce noise, provide a refuge for wildlife, and help connect residents with their natural environment.

Street trees in Sheboygan increase property values annually by $1,075,514.

Diversity Improves Urban Forest Resilience

A diverse palette of trees helps guard against catastrophic loss to insects and diseases or environmental stresses. A general guideline for urban forest diversity is no more than 5% of any one species, 10% of any one genus.

Maple, ash and linden trees are over-represented on Sheboygan streets. This jeopardizes $2,679,817 of the city's urban forest's benefits from pests such as emerald ash borer (EAB) and Asian longhorned beetle (ALB). Enlist the public to help increase Sheboygan forest resilience by planting less common trees on their own property.

ATTACHMENT 3:

i-Tree Analysis of ASH Trees

Sheboygan ASH Benefits

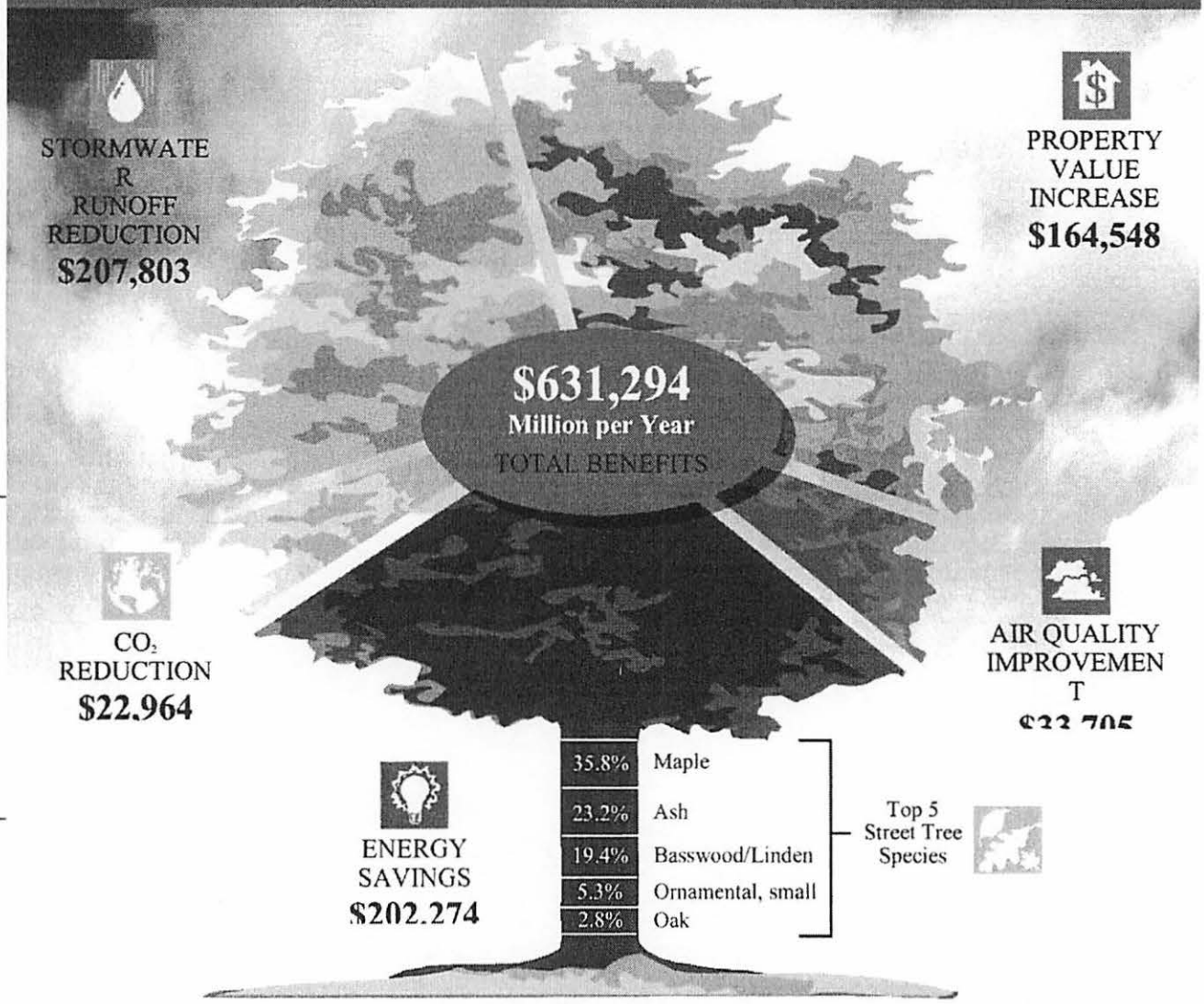
Ash Tree Benefits

Sheboygan ash trees provide millions of dollars of environmental, economic and aesthetic benefits to the community. Over their lifetime, ash tree benefits exceed the costs of planting and care, representing a 300 percent return on investment. Tree benefits increase over time highlighting the importance of not only planting trees, but of providing ongoing maintenance and protection. These benefits are a reminder of the worthwhile investment in our community forestry program.

Trees:

- **Reduce stormwater runoff**
- **Lower summer air temperatures**
- **Reduce air pollution**
- **Reduce heating and cooling costs**
- **Reduce atmospheric carbon dioxide (CO_2)**
- **Enhance property values**
- **Provide wildlife habitat**
- **Improve health and wellbeing**
- **Improve learning and concentration**
- **Provide aesthetic benefits**

Annually **Sheboygan** public ASH trees provide[1]...



ATTACHMENT 4:

Risk Management Guide

RISK MANAGEMENT

Risk: is the potential for suffering harm or loss
Risk Management: is the ability to minimize the potential for harm or loss from occurring by implementing a sound risk reduction strategy.

Types of Risk
- Financial
- Physical harm

A Risk-Reduction Strategy for Trees
- Evaluate the natural resource being managed
- Evaluate the resources available to you (fiscal, staff, equipment, etc.)
- Develop a policy statement
- Develop an action plan
- Periodic review of all four components

EVALUATE THE NATURAL RESOURCES BEING MANAGED

Evaluate the Entire Population
An understanding of the entire population allows you to identify the key problem areas within the population.
- Species distribution
- Diameter distribution
- Condition distribution
- Defects
- Locations and targets

Identify Problematic Species
Identify the species that, based on your knowledge and experience, pose the greatest physical threat.
- High history of failure
- High storm damage potential
- Prone to high-risk structural defects

Identify Problematic Diameters
Identify the diameters that, based on your knowledge and experience, pose the greatest problem in your population.
- Large diameter trees

Identify Problematic Conditions
Identify the conditions that, based on your knowledge and experience, pose the greatest problem in your population.
- Very poor trees
- Poor trees

Identify Problematic Defects

Identify the defects that, based on your knowledge and experience, pose the greatest problem in your population.

- Basal decay and cavities
- Major dieback
- Poor branch attachments

Identify Locations and Targets

Identify the locations and targets that, based on your knowledge and experience, pose the greatest physical threat in your population.

- Busy streets
- Playground areas

EVALUATE THE RESOURCES AVAILABLE TO MANAGE

Staffing

- Number
- Training
- Work load

Equipment

- Diagnostic
- Capabilities/limitations
- Availability

Fiscal

CREATE A TREE RISK MANAGEMENT POLICY STATEMENT

Components of a Policy Statement

- State your agency's understanding of its responsibility to maintain a safe public area.
- Identify the manager of the risk reduction program.
- List any general constraints on managing hazard trees such as financial or personnel.

The following is an example of a Hazard Tree Policy Statement:

> The City of Metropolis has an active policy to maintain the safety of public lands from potentially hazardous trees. The City will strive to eliminate, in a timely fashion, any tree deemed hazardous. When available fiscal and human resources limit the ability of the City to remove high-risk trees, priority shall be placed on trees deemed to carry the highest risk. The standard for rating the potential risk of a tree will be the International Society of Arboriculture's twelve point hazard evaluation system. The Director of Public Works will administer this program and have final judgment in all matters concerning the mitigation measures taken for any tree deemed hazardous.

Benefits of a Policy Statement

- It defines for staff the overall mission of the company or agency as it relates to high-risk trees.
- Minimizes political influence

- Allows staff to do their job

DEVELOP AND IMPLEMENT AN ACTION PLAN

Goal
After evaluating your resources, define problem areas and broad solutions to those problems. View this as a wish list.

Objectives
Define clear objectives that address the general goals you have established. The details should be more specific. A good objective defines what is going to be done and in what timeline.

Actions
A series of actions should be identified that address each objective defined

PERIODIC REVIEW OF ALL FOUR COMPONENTS

Review all four components of your risk management plan frequently.

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred R. O. No. 60-16-17 by the Fire Chief who submitted his quarterly report for the period commencing January 1, 2016 and ended March 31, 2016; recommends that the documents be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 60 - 16 - 17. By FIRE CHIEF. June 20, 2016.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing January 1, 2016, and ending March 31, 2016.

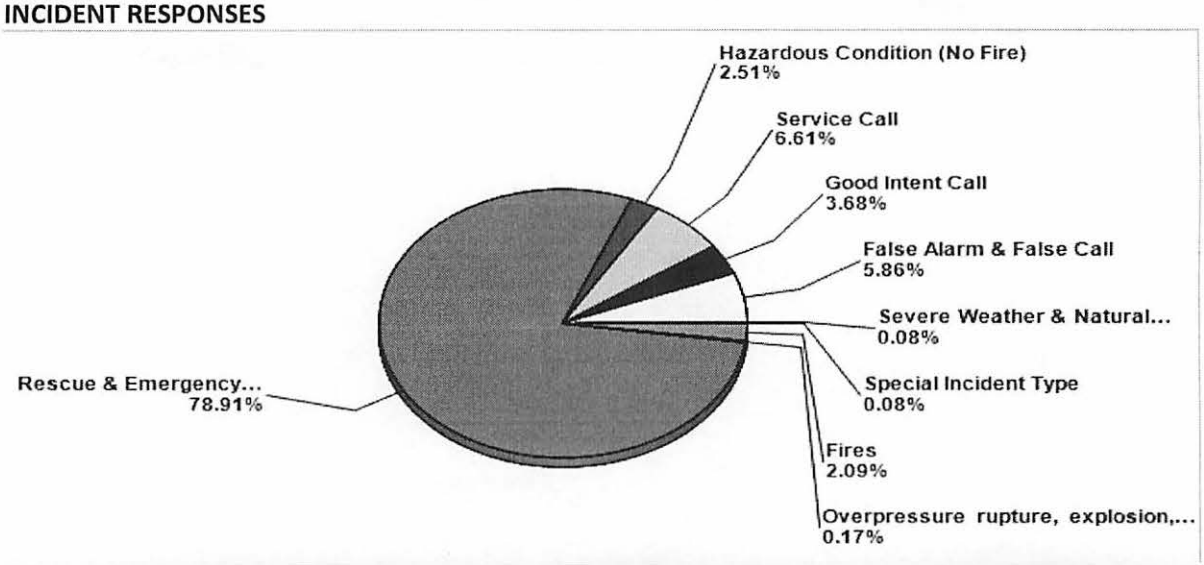
Fire Chief

PP+S
Ac + File

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 1/1/2016 - 3/31/2016

INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	25	27
Overpressure rupture, explosion, overheat - no fire	2	0
Rescue & Emergency Medical Service	943	957
Hazardous Condition (No Fire)	30	33
Service Call	79	75
Good Intent Call	44	54
False Alarm & False Call	70	52
Severe Weather & Natural Disaster	1	0
Special Incident Type	1	0
TOTAL	1195	1198

1ST QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	5	2
Station 1	338	349
Station 2	243	254
Station 3	278	282
Station 4	198	179
Station 5	133	132

1ST QUARTER FIRE LOSSES

	2016	2015
Number of Incidents	18	14
Total Property Loss	$ 117,800.00	$ 65,700.00
Total Content Loss	$ 64,790.00	$ 24,850.00
Total Losses	$ 182,590.00	$ 90,550.00
Average Loss	$ 10,143.00	$ 6,467.00

VIII

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred Res. No. 42-16-17 by Alderperson Thiel authorizing entering into contract for the purchase of (37) Self-Contained Breathing Apparatus Units and related equipment for the Sheboygan Fire Department; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 42- 16 - 17. By Alderperson Thiel. June 20, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (37) self Contained Breathing Apparatus (SCBA) Units and related equipment for the Sheboygan Fire Department.

WHEREAS: The Sheboygan Fire Department has identified the need to replace its current SCBA units due to the fact that the current units no longer meet National Fire Protection Association (NFPA) standards. Because this need was identified in 2015, funding was included in the Capital Improvements budget for this year.

WHEREAS: Following inclusion in the budget, The Fire Department created an ad-hoc team comprised of seven (7) Department personnel to evaluate current offerings from the three major Manufacturers of this equipment. During this evaluation, SCBA units from Interspiro, MSA and Scott were evaluated and ranked. At the end of the process, the units manufactured by Scott Safety were chosen. Since Scott Safety SCBA's are currently in use by the Department, there is no need to change out certain accessories such as vehicle brackets, air bottle fill adapters, etc. In addition, because the firefighters are familiar with the Scott equipment, the learning curve will be much easier to overcome and equipment manufactured by Scott Safety has proven to be durable, reliable and easy to use and;

WHEREAS: Because Scott Safety distributes its equipment through regional distributors, the Sheboygan Fire Dept. obtained a quote for the units and accessories from Oshkosh Fire & Police Equipment in the amount of $ $276,350.00. This amount includes the SCBA, two air cylinders, mask, face piece and communications interface equipment and all accessories. Also included in the cost is delivery, training, mask fit testing, all available volume discounts and trade in of the old, outdated and in some cases obsolete equipment.

PPS.
approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Oshkosh Fire and Police Equipment of Oshkosh in the amount of $ 276,350.00 for the purchase of (37) Scott SCBA's and related equipment. The amount includes delivery, training, fit testing and trade-in of the old equipment.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account # 47522100-649100 in payment of same.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of (37) Scott SCBA (self-contained breathing apparatus) units including all accessories and trade in of old equipment.

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: June 9, 2016 **MEETING DATE:** June 29, 2016

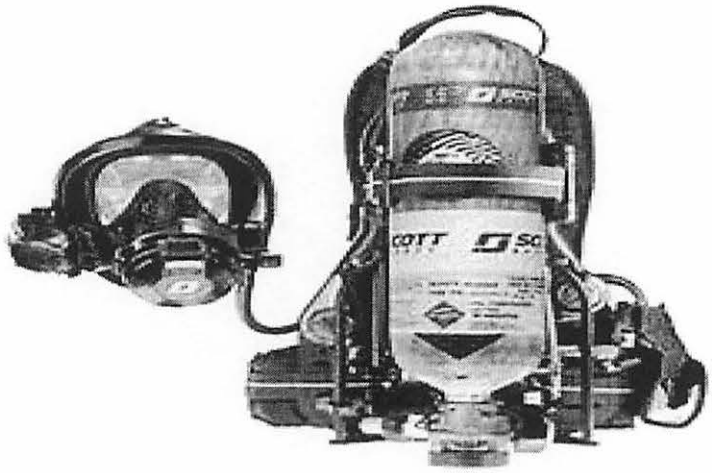
FISCAL SUMMARY:

Budget Line Item:	47522100-649100
Budget Summary:	Capital Improvements
Budgeted Expenditure:	$ 300,000.00
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
This resolution authorizes the department to purchase (37) new SCBA units and related equipment and accessories, including delivery, fit testing and trade in of the old and in some cases obsolete equipment. The Sheboygan Fire Dept. performed an admirable amount of due diligence in their selection of the Scott brand equipment ensuring the opinions of the people utilizing this equipment were a part of the final decision.



STAFF COMMENTS:
Scott Safety Inc. sells its equipment through regional distributors. The distributor for our region is Oshkosh Fire & Police Equipment in Oshkosh. While there are no national contracts for the purchase of this equipment, the cost provided by Oshkosh Fire & Police Equipment includes

significant discounts and incentives. Included with the purchase is the trade-in of the old equipment resulting in a $ 6,000 deduction.
Scott Safety Inc. manufactures excellent equipment having a high level of durability and dependability. In addition, their distributor, Oshkosh Fire and Police Equipment has been extremely responsive in keeping the current units in good working order.

ACTION REQUESTED:
Motion to recommend Common Council approve a resolution to award the $276,350.00 purchase of (37) SCBA units including accessories and trade in to Oshkosh Fire and Police Equipment of Oshkosh, WI

ATTACHMENTS:
1. Res. ___-16-17

VIII

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred Res. No. 43-16-17 by Alderperson Thiel authorizing entering into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 43 - 16 - 17. By Alderperson Thiel. June 20, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department.

WHEREAS, it is in the mutual desire of the City of Sheboygan and the Sheboygan Area School District to provide the Sheboygan Area Public Schools with Liaison officers from the Sheboygan Police Department; and

WHEREAS, the school liaison officer program promotes the public safety and welfare of the City; and

WHEREAS, the City and the school district have agreed to equally finance the cost of the school liaison officer program.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor, City Clerk and Finance Director are hereby authorized and directed to enter into agreement with the Sheboygan Area School District for the provision of school liaison officers from the Sheboygan Police Department to the Sheboygan Area Public Schools for the one-year period from July 1, 2016 through June 30, 2017, in accordance with the terms and conditions of the attached agreement, which is made a part hereof.

PP+S. approve

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN

AND

SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this ___ day of _____, 2016, by and between the City of Sheboygan, hereinafter referred to as the **"City,"** and the Sheboygan Area School District, hereinafter referred to as the **"District."**

WHEREAS, it is the mutual desire of the **CITY** and the **District** to provide the Sheboygan Area Public High Schools and Middle Schools with Four (4) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the **City** and the **DISTRICT** have agreed to equally finance the cost of the high schools' and the middle schools' liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The **City** Police Department shall assign, on a full-time basis, a total of four (4) Police Officers to act as school liaison officers as follows:

   a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2016.
   b. Two (2) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2016.

2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.

3. The **CITY** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

5. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

6. The term of this Agreement shall be one (1) year, commencing the 1st day of July 2016, to and including June 30, 2017.

7. Nothing contained herein and agreed to by these parties shall abrogate the **CITY'S** responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the four (4) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY	FOR THE DISTRICT
_____	_____
Michael J. Vandersteen Mayor	Board President
_____	_____
Susan Richards City Clerk	Board Member
COUNTERSIGNED:	COUNTERSIGNED:
_____	_____
Nancy Buss Finance Director	Joseph Sheehan Superintendent

This Agreement is authorized by and in accordance with Res. No. ___-16-17.

Examined and Approved as to Form and
Execution this _____ day of _____, 2016.

_____
Charles C. Adams
City Attorney

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize City Officials to enter into an agreement with The Sheboygan Area School District to provide School Liaison Officers.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: June 21, 2016 **MEETING DATE:** June 29, 2016

FISCAL SUMMARY:

		STATUTORY REFERENCE:	
Budget Line Item:	N/A		
Budget Summary:	N/A	Wisconsin Statutes:	N/A
Budgeted Expenditure:	N/A	Municipal Code:	N/A
Budgeted Revenue:	10121100 437206		

BACKGROUND / ANALYSIS:

The current agreement between the City of Sheboygan and the Sheboygan Area School District, which provides School Liaison Officers from the Police Department, expires on June 30, 2016. This agreement is the same as past agreements and provides for the Police Department to provide 4 Officers for a period of 1 year, from July 1, 2016 to June 30, 2017. Under the agreement the City and the School District share the costs of these positions equally.

STAFF COMMENTS:

The agreement with the School District for the Police Department to provide School Liaison Officers has been very successful and is beneficial to both the City and the School District. The School District has proposed adding an additional Liaison Officer to the agreement bringing the total number of Liaison Officers to 5, to provide better coverage at the District Middle Schools. The School District has requested the City enter into a 1 year agreement while the request to add an additional position goes through the budget process.

ACTION REQUESTED:

Motion to approve the agreement with the Sheboygan Area School District.

ATTACHMENTS:
Res. No. 43-16-17

III

5.3

Res. No. 43 - 16 - 17. By Alderperson Thiel. June 20, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department.

WHEREAS, it is in the mutual desire of the City of Sheboygan and the Sheboygan Area School District to provide the Sheboygan Area Public Schools with Liaison officers from the Sheboygan Police Department; and

WHEREAS, the school liaison officer program promotes the public safety and welfare of the City; and

WHEREAS, the City and the school district have agreed to equally finance the cost of the school liaison officer program.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor, City Clerk and Finance Director are hereby authorized and directed to enter into agreement with the Sheboygan Area School District for the provision of school liaison officers from the Sheboygan Police Department to the Sheboygan Area Public Schools for the one-year period from July 1, 2016 through June 30, 2017, in accordance with the terms and conditions of the attached agreement, which is made a part hereof.

PPS

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN

AND

SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this ___ day of _____, 2016, by and between the City of Sheboygan, hereinafter referred to as the "City," and the Sheboygan Area School District, hereinafter referred to as the "District."

WHEREAS, it is the mutual desire of the **CITY** and the **District** to provide the Sheboygan Area Public High Schools and Middle Schools with Four (4) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the City and the **DISTRICT** have agreed to equally finance the cost of the high schools' and the middle schools' liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The City Police Department shall assign, on a full-time basis, a total of four (4) Police Officers to act as school liaison officers as follows:

   a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2016.
   b. Two (2) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2016.

2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.

3. The **CITY** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

5. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

6. The term of this Agreement shall be one (1) year, commencing the 1st day of July 2016, to and including June 30, 2017.

7. Nothing contained herein and agreed to by these parties shall abrogate the CITY'S responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the four (4) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY	FOR THE DISTRICT
_____	_____
Michael J. Vandersteen Mayor	Board President
_____	_____
Susan Richards City Clerk	Board Member
COUNTERSIGNED:	COUNTERSIGNED:
_____	_____
Nancy Buss Finance Director	Joseph Sheehan Superintendent

This Agreement is authorized by and in accordance with Res. No. ___-16-17.

Examined and Approved as to Form and
Execution this _____ day of _____, 2016.

_____
Charles C. Adams
City Attorney

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN

AND

SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this 5th day of July, 2016, by and between the City of Sheboygan, hereinafter referred to as the **"City,"** and the Sheboygan Area School District, hereinafter referred to as the **"District."**

WHEREAS, it is the mutual desire of the **CITY** and the **District** to provide the Sheboygan Area Public High Schools and Middle Schools with Four (4) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the **City** and the **DISTRICT** have agreed to equally finance the cost of the high schools' and the middle schools' liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The **City** Police Department shall assign, on a full-time basis, a total of four (4) Police Officers to act as school liaison officers as follows:

   a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2016.
   b. Two (2) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2016.

2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.

3. The **CITY** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.

5. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

6. The term of this Agreement shall be one (1) year, commencing the 1st day of July 2016, to and including June 30, 2017.

7. Nothing contained herein and agreed to by these parties shall abrogate the **CITY'S** responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the four (4) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY

Michael J. Vandersteen
Mayor

Susan Richards
City Clerk

COUNTERSIGNED:

Nancy Buss
Finance Director

FOR THE DISTRICT

Marcia R Leithleal
Board President

Board Member

COUNTERSIGNED:

Joseph Sheehan
Superintendent

This Agreement is authorized by and in accordance with Res. No. 43-16-17.

Examined and Approved as to Form and Execution this 17 day of August, 2016.

Charles C. Adams
City Attorney

IX

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 7-16-17 by Alderperson Hou-Seye creating Section 70-117 of the Municipal Code so as to make it an Offense against Public Morals and Decency for someone to taunt, tease or encourage another individual to commit suicide; recommends that the document be placed on file.

Reg.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.4

Gen. Ord. No. 7 - 16 - 17. By Alderperson Hou-Seye. June 6, 2016.

AN ORDINANCE creating Section 70-117 of the City of Sheboygan Municipal Code so as to make it an Offense against Public Morals and Decency for someone to taunt, tease or encourage another individual to commit suicide.

WHEREAS, the First Amendment does not protect speech that encourages people to commit crimes such as suicide.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Sec. 70-117 Solicitation of Suicide

No person shall in a public or private place, whether using a telephone, text messaging, U.S. postal mail, electronic mail, social media, nor any other form of internet messaging, to taunt, tease or otherwise encourage a victim to commit suicide. Intent is not required to be in violation of this ordinance, and a person can be found guilty of this ordinance regardless of whether or not the victim actually commits suicide.

PPxS
File

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 11-16-17 by Alderperson Thiel creating Section 118-138 of the Municipal Code, entitled "Parking on grass surfaces on public property prohibited," so as to prohibit parking on grass surfaces on public property within the City of Sheboygan; recommends that the Ordinance be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XI

X

7.3

Gen. Ord. No. 11 - 16 - 17. By Alderperson Thiel. June 20, 2016.

AN ORDINANCE creating Section 118-138 of the Municipal Code, entitled "Parking on grass surfaces on public property prohibited," so as to prohibit parking on grass surfaces on public property within the City of Sheboygan.

WHEREAS, the City has an interest in preserving the vegetation on the property it owns; and

WHEREAS, vehicles parking on the grass cause damage to City property and require repairs; and

WHEREAS, vehicles parked on the grass on public property create traffic congestion and can create hazards for both motorists and pedestrians alike.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 118-138 of Division 1 of Article IV of Chapter 118 entitled "Traffic and vehicles" is hereby created to read as follows:

"Sec. 118-138. Parking on grass surfaces on public property prohibited.

No owner or operator of any vehicle shall park a vehicle or permit a vehicle to be parked on the grass on public property located in the City of Sheboygan unless otherwise directed by an authorized official of the City of Sheboygan."

Section 2. The Department of Public Works and Police Department are hereby authorized and directed to add signs that give notification of the aforementioned restrictions.

PP&S

approve

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a communication from Johnathon Pirwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 2122 S. 8th St.

PP+S.

City Clerk

II

PP&S JUN 20 '16 PM 3:30

Date: 6-12-16

My name is: JOHNATHON PIRWITZ

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2122 SOUTH 8TH ST
SHEBOYGAN WI 53081

Signature:

Phone Number: 920-377-0094

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. ____ - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a claim from Michaela Steinhardt for alleged damages to her car when a city tree branch fell after a storm onto the car.

Finance

_____
City Clerk

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. 06-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '16 PM 1:53

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Michaela Steinhardt
2. Home address of Claimant: 1311 Maryland Avenue
3. Home phone number: (920) 458-6636
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 3/23/16 11:05 a.m.
6. Where did damage or injury occur? (give full description) Front of car next to hood on driver's side
7. How did damage or injury occur? (give full description) A city tree branch fell after a storm onto car
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: n/a

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: n/a

   (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

A 2 inch hole with 3 cracks, one causing the side panel of car on drivers side to become loose.

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$ 1,843.49
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,843.49

Damaged vehicle (if applicable)

Make: Saturn Model: Ion Level 3 Year: 2003 Mileage: 121394

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

SIGNATURE OF CLAIMANT Michaela Steinhardt DATE 6/24/16

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. 06-16

JUN 29 '16 PM 1:53

CLAIM

Claimant's Name: Michaela Steinhardt

Claimant's Address: 1311 Maryland Avenue
Sheboygan WI

Claimant's Phone No. (920)458-6636

Auto	$ 1,843.49
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1,843.49

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1,843.49 .

See attached reports, and estimate.

SIGNED Michaela Steinhardt DATE: 6/24/16

ADDRESS: 1311 Maryland Avenue Sheboygan WI

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100

SRJJ - HEAVY TRUCK AND AUTO BODY
N7459 HWY 42
SHEBOYGAN, WI 53083
PH 920-565-3325 FX 920-565-3827
FED TAX ID 52-2389786

***** PRELIMINARY ESTIMATE *****

06/11/2016 11:30 AM

Owner

Owner: Steve & Gina Steinhardt
Address: 1311 Maryland Ave
City State Zip: Sheboygan, WI 53081
Email: steinhardtgina@gmail.com
Home/Day: (920)458-6636
Cell: (920)627-9155
FAX:

Control Information

Loss Date/Time: 03/15/2016 11:27 AM
Deductible: None
Loss Type: Other

Inspection

Inspection Date: 06/10/2016 03:40 PM
Primary Impact: Left Front Side
Driveable: Yes
Inspection Type: Drive In
Secondary Impact: Hood
Rental Assisted:

Company: SRJJ-Heavy Truck & Auto Body, LLC
Contact: Rodd Schirmer
Address: N7459 Hwy 42
City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net
Appraiser License # :
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Repairer

Repairer: SRJJ-Heavy Truck & Auto Body, LLC
Address: N7459 Hwy 42
City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net
Contact: Rodd Schirmer
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Target Complete Date/Time:
Days To Repair: 4*

Vehicle

OEM Part Price Quote ID: ****

2003 Saturn Ion 3 4 DR Sedan
4cyl Gasoline 2.2
5 Speed Automatic

Lic.Plate: 673-XVZ
Lic Expire:
Prod Date: 03/2003
Veh Insp# :
Lic State: WI
VIN: 1G8AL52F73Z170330
Mileage: 120,774
Mileage Type: Actual

Condition:	Good	**Code:**	SN223A
Ext. Color:	COBALT BLUE	**Int. Color:**	Gray w/Cloth Seat Trim
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	70,885K	**Int. Trim Code:**	17D

Options - ***AudaVIN Information Received***

Air Conditioning	Alarm System	***Aluminum/Alloy Wheels***
Automatic Trans	Center Console	***Compact Disc W/Tape***
Cruise Control	Dual Airbags	Fog Lights
Intermittent Wipers	Keyless Entry System	Lighted Entry System
Power Brakes	Power Door Locks	***Power Mirrors***
Power Moonroof	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Tachometer
Tilt Steering Wheel	Tinted Glass	***Velour/Cloth Seats***

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	N	6		Front Bumper Cover R&I	Additional Labor				1.4	SM
Front End Panel And Lamps										
2	RI	41		Headlamp Assy,Halogen LT	R & I Assembly				INC	SM
Front Body And Windshield										
3	I	83		Panel,Hood	Repair				5.0*	SM
				>> Repair Rear Corner Left And (1) 3"-4" Dent On Left Side						
4	L	83	13	Panel,Hood	Refinish				4.0	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
5	RI	83		Hood Panel R & I	R & I Assembly				0.5	SM
6	EU	103	46	Fender,Front LT	Replace Recycled	$175.00*	+30.00		2.0*	SM
7	L	103		Fender,Front LT	Refinish				2.8	RF
					1.8 Surface					
					0.5 Edge					
					0.5 Two-stage					
8	RI	121		Emblem,Front Fender LT	R & I Assembly				0.2	SM
Front Doors										
9	BR	209		Pnl,Front Door Outer LT	Blend Refinish				1.1	RF
					0.7 Blend					
					0.4 Two-stage					
10	RI	407		W/Strip,Belt Outer LT	R & I Assembly				INC	SM
11	RI	231		Pnl,Inner Door Trim LT	R & I Assembly				0.6	SM
12	RI	245		Mirror,Outer R/C LT	R & I Assembly				INC	SM
13	RI	213		Cyl,Front Door Lock LT	R & I Assembly				1.8	SM
14	RI	470		Handle,Front Door Otr LT	R & I Assembly				INC	SM
Manual Entries										
15	L	M03		Flex Additive	Refinish	$6.00*				RF
16	N	M15		Color Tint	Additional Labor				0.3*	SM
17	N	M17		Cover Car Exterior	Additional Labor				0.2*	SM
18	SB	M80		Hazardous Waste Removal	Sublet Repair	$4.00*				SM
19	I	M86		Color Sand And Buff	Repair				0.6*	SM
20	I			Clean Up Of LKQ Part	Repair				0.5*	SM*
20	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Other Parts			$181.00	
Paint & Materials	7.9 Hours @ $38.00		$300.20	
Line Item Markup			$52.50	
Parts & Material Total				$533.70
Tax on Parts & Material	@ 5.000%			$26.69

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$58.00	5.1	8.0	13.1	$759.80
Mech/Elec (ME)	$75.00				
Frame (FR)	$75.00				
Refinish (RF)	$58.00	7.9		7.9	$458.20

Labor Total	21.0 Hours		$1,218.00
Tax on Labor	@ 5.000%	$60.90	
Sublet Repairs		$4.00	
Tax on Sublet	@ 5.000%	$0.20	
Gross Total			**$1,843.49**
Less: Deductible			None-
Net Total			**$1,843.49**

Alternate *Parts Y/01/00/00/01/00* CUM 01/00/00/01/00 Zip Code: 53083 Default
OEM Part Prices DT 06/11/2016 11:30 AM EstimateID 170933469302546432 QuoteID ****
Rate Name Default

Audatex Estimating 7.0.813 ES 06/13/2016 09:21 AM REL 7.0.813 DT 05/01/2016

2.4 UBC WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

This is a preliminary estimate. Additional changes and or charges may be required for the actual repair.
This estimate is valid for a period of 45 days after customer notification. This is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn or damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotes on parts are current and subject to change.

Rust/Corrosion repair estimates are based on our inspection and may require panel replacement and or more labor once the work has started. We will notify customer of any additional charges or problems once repairs have started. We make every effort to repair correctly rust/corrosion on panels, but rust and corrosion may be hidden or not showing through outer body panels at time of inspection or repair. Therefore we DO NOT guarantee rust/corrosion repair work.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

JUN 29 '16 PM 1:52

Call Number: 439040

Nature: MISC INFO
Reported: 11:01:26 03/23/16
Rcvd By: THEUNE, B How Rcvd: O
Occ Btwn: 11:01:26 03/23/16 and 11:01:26 03/23/16
Type: m
Priority: 5

Address: 1311 MARYLAND AVE
City: SHEBOYGAN

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact:
Address:
Phone: ( ) -

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
THEUNE, B	11:05:02 03/23/16	S158	ARRV	C25	SCSD	On-site call=121m
THEUNE, B	11:05:08 03/23/16	S158	CMPL	C25	SCSD	COMPLETED CALL call=121m

COMMENTS

ON TODAY'S DATE, 03-23-2016 BRUCE DBA AT THE DEPARTMENT OF PUBLIC WORKS CALLED TO ADVISE THAT WHEN HIS CREW WAS OUT THEY NOTICED A CITY TREE BRANCH HAD FALLEN ON VEHICLE 673XVZ LISTING TO MICHAELA LYNN STEINHARDT AND STEVEN J STEINHARDT, 1311 MARYLAND AVENUE DAMAGING THE 2003 SATURN ION, BLUE IN COLOR. THEY ATTEMPTED CONTACT AT THE RESIDENCE WITH NO RESULTS. BRUCE DID CALL LORI SURHKE DBA CITY CLERK WHO HAS STARTED AN INSURANCE CLAIM (PICTURES HAD BEEN TAKEN BY CREW WORKERS SO DID NOT HAVE TO BE REPEATED BY THE SHEBOYGAN POLICE DEPARTMENT). A MESSAGE WAS LEFT ON THE PHONE FOR THE STEINHARDT RESIDENCE ADVISINGTHEM TO CALL LOR AT THE CITY CLERK OFFICE 459-3314. BJT/S158

UNIT HISTORY

Unit	Time/Date	Code
S158	11:05:02 03/23/16	ARRV
S158	11:05:08 03/23/16	CMPL

RESPONDING OFFICERS

Unit	Officer

Username: S158BJT

VEHICLE REGISTRATION RESPONSE S158: F0972QV

Input Request			
Plate:	673XVZ	Type:	AUT
Date:	2016-05-26 15:59:28	Response:	1 of 1
Plate Information			
Number:	673XVZ	Type:	AUT - AUTOMOBILE
Registration Information			
Type:	AUTO	Last Updated:	2015-07-28 16:22:39
Status:		Period:	ANNUAL
Expires:	2016-07-24	Carrier Class:	
Gross Weight:			
Owner Detail			
Owner 1:	STEINHARDT, MICHAELA LYNN		
DOB:	1995-11-23	DID:	S3565529592300
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Owner 2:	STEINHARDT, STEVEN J		
DOB:	1964-11-14	DID:	S3567906441408
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Vehicle Information			
VIN:	1G8AL52F73Z170330	Type:	AUTOMOBILE
Year:	2003	Make:	SATURN
Model:	ION LEVEL 3	Style:	4DR SEDAN
Major Color:	BLUE	Minor Color:	BLUE
Title Information			
Title Number:	15209S10131		

II

R. O. No. - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a claim from Samantha Dickie for alleged damages to her car when the police were chasing a male to tried to run from them and they tackled him into her car to apprehend him.

Finance

City Clerk

DATE RECEIVED 6-21-16

RECEIVED BY

CLAIM NO. 05-16

JUN 21 '16 AM 10:50

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Samantha Dickie
2. Home address of Claimant: 1910 N. 12th Street
3. Home phone number: (920) 287-6794
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 04/17/16 (2:14 am)
6. Where did damage or injury occur? (give full description) On the rear pannel of the drivers side vehicle
7. How did damage or injury occur? (give full description) The police were chasing a male who had tried to run from them. They tackled him into my car to aprehend him
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: Todd Danen, Jason Pacey, Bryan Knez
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: n/a
   (b) Claimant's statement of basis for such liability: n/a

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Property damage to my car.

JUN 21 '16 AM 10:50

11. Name and address of any other person injured: n/a

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	$ 4,944.74
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 4,944.74

Damaged vehicle (if applicable)

Make: Ford Model: Focus Year: 2007 Mileage: 106,080

Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

SIGNATURE OF CLAIMANT Samantha Duke DATE 06/21/16

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

JUN 21 '16 AM 10:50

CLAIM

Claimant's Name: Sam Dickie

Claimant's Address: 1910 N. 12th St
Sheb. WI 53081

Claimant's Phone No. (920) 287-6794

Auto	$ 4944.74
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 4944.74

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

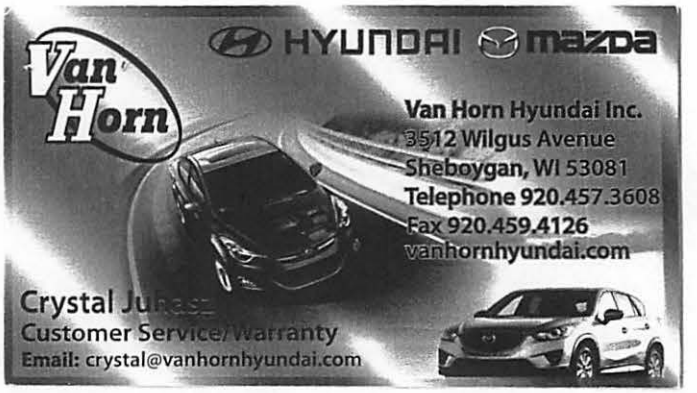
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 4944.74.

SIGNED Samantha Dickie DATE:

ADDRESS: 1910 N. 12th Street Sheboygan WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081


Van Horn
HYUNDAI
mazda
Van Horn Hyundai Inc.
3512 Wilgus Avenue
Sheboygan, WI 53081
Telephone 920.457.3608
Fax 920.459.4126
vanhornhyundai.com
Crystal Juhasz
Customer Service/Warranty
Email: crystal@vanhornhyundai.com

VAN HORN HYUNDAI INC
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082
3512 WILGUS ROAD
SHEBOYGAN, WI 53082

***** PRELIMINARY ESTIMATE *****

04/21/2016 12:57 PM

Owner

Owner: SAMANTHA DICKIE
Address: 1910 N 12TH STREET
City State Zip: Sheboygan, WI 53081
Work/Day: (920)287-6794
FAX:

Inspection

Inspection Date: 04/21/2016 12:55 PM
Primary Impact: Left Rear Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: 3512 WILGUS AVENUE
P.O. BOX 1144
City State Zip: Sheboygan, WI 53081
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:
Days To Repair: 12

Vehicle

2007 Ford Focus SE 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic.Plate: 298KNB
Lic Expire:
Prod Date: 06/2007
Veh Insp# :
Condition:
Ext. Color: AQUA BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: TH
Lic State: WI
VIN: 1FAFP34N17W327355
Mileage: 105,769
Mileage Type: Actual
Code: P1583C
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Decoder
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Theft Deterrent System	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Wheels										
1	E	962		Cover,Rear Wheel LT >> LT REAR	8S4Z1130C	$41.88				SM
Roof										
2	RI	354		Mldg,Roof Side LT	R & I Assembly				0.3	SM
Rear Doors										
3	I	289		Pnl,Rear Door Outer LT	Repair				3.0*	SM
4	L	289	13	Pnl,Rear Door Outer LT	Refinish 2.0 Surface 0.6 Two-stage setup 0.4 Two-stage				3.0	RF
5	RI	303		W/Strip,RR Door Body LT	R & I Assembly				0.2	SM
6	RI	291		Handle,RR Door Outer LT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
7	RI	187		Panel,Rocker LT	R & I Assembly				9.0	SM
8	E	389		Panel,Quarter LT	YS4Z5427841CA	$1,884.87			13.4	SM
9	L	389		Panel,Quarter LT	Refinish 2.0 Surface 1.0 Edge 0.4 Two-stage				3.4	RF
10	RI	403		Qtr Glass R & I LT	R & I Assembly				INC	SM
11	EC	393		Sealant Kit,Qtr Glass LT	Replace Economy	$20.00*			INC	SM
12	RI	307		Duct,Quarter Panel LT	R & I Assembly				1.4	SM
13	RI	395		Guard,Mud LT	R & I Assembly				INC	SM
Deck Lid And Back Glass										
14	RI	369		Back Glass R & I	R & I Assembly				INC	SM
15	EC	366		Sealant Kit,Back Glass	Replace Economy	$20.00*			2.0	SM
16	BR	479		Lid,Rear Deck	Blend Refinish 0.9 Blend 0.4 Two-stage				1.3	RF
17	RI	497		Pnl,Lid Inner Trim	R & I Assembly				INC	SM
18	E	457		N/Plate,Deck Lid	4S4Z5442528AA	$38.28			0.2	SM
19	E	481		N/Plate,Deck Lid	5S4Z5442528BA	$29.25			0.2	SM
20	RI	468		Handle,Deck Lid	R & I Assembly				0.4	SM
Rear Bumper										
21	RI	565		Rear Bumper Cover R&I >> FOR PAINTING	R & I Assembly				0.7*	SM
Rear Body, Lamps And Floor Pan										
22	RI	533		Taillamp Assembly LT	R & I Assembly				INC	SM
23	RI	538		Lamp,High Mounted Stop	R & I Assembly				0.3	SM
Manual Entries										
24	EC	M14		Corrosion Protection	Replace Economy	$8.00*			0.2*	SM
25	EC	M17		Cover Car Exterior	Replace Economy	$4.00*				RF
26	L	M60		Hazardous Waste Removal	Refinish	$3.00*				SM

26 Items

MC	Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$1,994.28	
Other Parts		$55.00	
Paint & Materials	7.7 Hours @ $40.00	$308.00	
Parts & Material Total			$2,357.28
Tax on Parts & Material	@ 5.000%		$117.86

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$60.00	28.5	3.0	31.5	$1,890.00
Mech/Elec (ME)	$99.95				
Frame (FR)	$65.00				
Refinish (RF)	$60.00	7.7		7.7	$462.00

Labor Total	39.2 Hours		$2,352.00
Tax on Labor	@ 5.000%	$117.60	
Gross Total			**$4,944.74**
Net Total			**$4,944.74**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default

Audatex Estimating 7.0.712 ES 04/21/2016 01:06 PM REL 7.0.712 DT 02/01/2016 DB 04/15/2016

1.8 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

"Like Us" On Facebook.

Cliff Netzer
Collision Consultant

(920) 459-6855 ext. 348 (888) 459-6855 Fax (920) 459-6286

collisioncenter@sheboyganauto.com www.sheboyganauto.com
Exit 123 East I-43 3400 S. Bus. Dr., Sheboygan, WI 53081

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

05/09/2016 11:23 AM

Owner

Owner: SAMANTHA DICKIE
Address: 1910 NORTH 12TH. STREET
City State Zip: Sheboygan, WI 53081
Work/Day:
Home/Evening: (920)287-6794
FAX:

Inspection

Inspection Date: 05/09/2016 11:24 AM
Primary Impact: Left Rear Side
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:
Days To Repair: 8

Vehicle

2007 Ford Focus SE 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic.Plate: 298-KNB
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 1FAFP34N17W327355
Mileage: 106,080
Mileage Type: Actual
Code: P1583C
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Decoder
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Folding Rear Seat

Theft Deterrent System | Tinted Glass | Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Wheels										
1	E	962	46	Cover,Rear Wheel LT	8S4Z1130C	$41.88				SM
Rear Doors										
2	BR	289		Pnl,Rear Door Outer LT	Blend Refinish				1.1	RF
					0.7 Blend					
					0.4 Two-stage					
3	RI	301		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
4	RI	291		Handle,RR Door Outer LT	R & I Assembly				0.6	SM
Quarter And Rocker Panel										
5	BR	280	13	Panel,Bodyside Otr Upr LT	Blend Refinish				1.5	RF
					0.6 Blend					
					0.6 Two-stage setup					
					0.3 Two-stage					
6	E	389		Panel,Quarter LT	YS4Z5427841CA	$1,976.28			17.0	SM
7	L	389		Panel,Quarter LT	Refinish				3.6	RF
					2.0 Surface					
					1.0 Edge					
					0.6 Two-stage					
Deck Lid And Back Glass										
8	BR	479		Lid,Rear Deck	Blend Refinish				1.3	RF
					0.9 Blend					
					0.4 Two-stage					
9	E	457		N/Plate,Deck Lid	4S4Z5442528AA	$38.28			0.2	SM
10	E	481		N/Plate,Deck Lid	5S4Z5442528BA	$29.75			0.2	SM
11	RI	468		Handle,Deck Lid	R & I Assembly				0.4	SM
Rear Body, Lamps And Floor Pan										
12	RI	538		Lamp,High Mounted Stop	R & I Assembly				0.3	SM
Manual Entries										
13	L			Cover Car Exterior	Refinish	$5.00*				SM
14	SB			Hazardous Waste	Sublet Repair	$5.00*				RF*
15	L			Corrosion.Protection	Refinish	$10.00*			0.2*	SM
16	L			Bonding Kit	Refinish	$45.00*				SM

16 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		$2,086.19	
Other Parts		$60.00	
Paint & Materials	7.5 Hours @ $36.00	$270.00	
Parts & Material Total			$2,416.19
Tax on Parts & Material	@ 5.000%		$120.81

Labor	**Rate**	**Repair Hrs**	**Total Hrs**

		Replace Hrs			
Sheet Metal (SM)	$57.00	19.1	19.1	$1,088.70	
Mech/Elec (ME)	$97.00				
Frame (FR)	$67.00				
Refinish (RF)	$57.00	7.5	7.5	$427.50	
Labor Total			26.6 Hours		$1,516.20
Tax on Labor		@ 5.000%		$75.81	
Sublet Repairs				$5.00	
Tax on Sublet		@ 5.000%		$0.25	
Gross Total					**$4,134.26**
Net Total					**$4,134.26**

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 7.0.813 ES 05/09/2016 11:30 AM REL 7.0.813 DT 04/01/2016 DB 05/08/2016

2.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

II

R. O. No. - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a communication from John L. Korb requesting that the stop on Park Ave. (at N. 5th St.) be moved to N. 5th St. due to the speeding traffic between Saemann Ave. and Geele Ave. on N. 5th St.

PP&S.

City Clerk

II

Richards, Susan

From: Alderperson Rosemarie Trester
Sent: Monday, June 27, 2016 11:22 AM
To: Richards, Susan
Subject: FW: Traffic

Sue,

Who should I share this with. Police Department? Public Works? Public Protection and Safety? How do I serve this citizen of Sheboygan?

Thanks,
Rosemarie

Rosemarie Trester
Alderman District 3
2110 N 9th Street
Sheboygan, Wisconsin 53081
920-452-3166

From: John Korb [jkorb01@yahoo.com]
Sent: Sunday, June 26, 2016 4:33 PM
To: Alderperson Mike Damrow; Alderperson Mike Damrow
Cc: Alderperson Rosemarie Trester; Alderperson Rosemarie Trester
Subject: Traffic

My name is John L. Korb. I live at 1925 N 5th St. (the SE corner of 5th St. and Park Ave.

The traffic on North 5th Street is traveling waaay to fast through this neighborhood. There are 15 children under 10 years of age in this neighborhood and we (the neighborhood parents are in unison agreement) are concerned for the safety of the children. There are no traffic controls between Superior Ave. and Geele Ave. on 5th Street, so some vehicles come blasting through here like there was no speed limits. If a child were to dart out into the road, there would certainly ne a tragedy. There is currently a stop sign on Park Ave. to protect 5th Street traffic, but Park Ave. has sparse traffic. We would like to have the City "Powers that be" relocate the stop sign from Park Ave. to 5th Street in order to keep speeding from occurring. Thank You in advance.

JL Korb

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding ("MOU") dated this 25th day of ~~June~~ July, 2016 by and among the Town of Wilson, a Wisconsin town ("Town"), the City of Sheboygan, a Wisconsin municipality ("City") and the Sheboygan Water Utility, a Wisconsin utility ("Utility").

Recitals

A. The Utility intends to install 860 feet of water main within the right-of-way on S. Business Drive from Riverdale Avenue to the City's southern boundary, approximately 1,230' north of Stahl Road. The water main would supply potable water and fire protection to City properties within the City's municipal water service area. Attached as Exhibit A and incorporated by reference is the Project Summary ("Project").

B. Pursuant to Wis. Stat. § 196.58(7)(a), the Utility submitted a request to the Town for the Town's approval to install and maintain the water main and appurtenances within the Town's right-of-way along South Business Drive. On April 20, 2016, the Town informed the Utility and the City of its objection to the Project. The dispute has been submitted to the Wisconsin Public Service Commission ("PSC"), Docket 5370-WI-105, for resolution.

C. The Town, City and Utility wish to resolve their dispute without an adjudication by the PSC.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the parties agree, as follows:

1. Town Consent. Subject to the performance of the terms and conditions of this MOU, for which time is of the essence, the Town hereby withdraws its objection to the Project. The Town shall promptly provide the PSC with any additional documents required to withdraw the Town's objection to the Project.

2. Project Performance. Except with regard to the timing of the Project set forth in Section 3, below, the Utility agrees to perform the Project work in accordance with the terms and conditions set forth in Exhibit A, which constitute performance standards. Exhibit A makes reference to Standard Specifications for Sewer and Water Construction in Wisconsin ("Standard Specifications"). The requirements described in Exhibit A and the Standard Specifications are intended to complement and supplement each other. However, if there is an irreconcilable conflict between them, the document imposing the greater responsibility on the contractors shall apply.

3. Traffic Control. Exhibit A describes traffic control during the Project. Among the requirements set forth therein, traffic must be accommodated as much as possible during work. In addition, affected businesses shall be notified by the contractor well in advance of any changes in traffic patterns. The Utility will also require the contractor to provide copies of these notices to the Town Clerk, 5935 S. Business Drive, Sheboygan, Wisconsin 53081 via both

9. Disclaimer of Personal Liability of Town Officials. Under no circumstances shall any Town official, officer, employee or agent (together "Town") have any personal liability arising out of this MOU, and no party shall seek or claim any such personal liability. Furthermore, the Town shall have no obligation or liability for any obligations or responsibilities to any lending institution, contractor or subcontractor or any other party involved in the Project.

10. Miscellaneous Provisions. The parties agree to the following additional miscellaneous provisions:

(a) Amendment. This MOU may be amended or modified only in writing approved and by the parties.

(b) Entire Agreement. This MOU, and any written amendments and reference attachments shall constitute the entire agreement among the parties. This MOU may be signed in one or more counterparts, each of which is deemed an original. In addition, this MOU may be signed in facsimile or digital pdf format, which will be deemed the same as an original signature.

(c) Enforcement. If the Town is required to resort to litigation, arbitration or mediation to enforce the terms of this MOU, and if the Town substantially prevails on any claim in the litigation, arbitration, or mediation, the Utility and City, joint and several, shall pay all Town costs, including reasonable attorneys' fees and expert witness fees.

(d) Binding Effect. This MOU is binding upon the parties hereto, as well as their respective heirs, successors and assigns.

(e) No Assignment. The rights and responsibilities of this MOU cannot be assigned without the express prior written approval of each party.

WATER MAIN INSTALLATION
PROJECT SUMMARY

South Business Drive (CTH OK)

Sheboygan Water Utility Project Number 15047
Sheboygan, Wisconsin

Information on water main installation and related work is summarized as described below

This project primarily consists of the installation of approximately 2,575' of 20" water main and appurtenances. The main will be used as transmission to future city development.

After the main has passed pressure and bacteriological testing, any new services shall be installed with copper and connected to the new water main. Trench restoration attributed to water main and water lateral construction is to be considered incidental to the water main & lateral work. Any removal and disposal of pavement is incidental to water main construction. The Sheboygan Water Utility will independently contract final asphalt paving. The contractor shall prepare the trench for 4" of asphalt. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic. Any temporary asphalt or at grade fill is the responsibility of the contractor and is incidental to water main construction.

The water main work shall be performed with a substantial completion by October 14th, 2016.

The proposed valve layout and tie-ins should give the contractor flexibility in construction sequencing. The contractor shall sequence his work to ensure the integrity of any existing water main still in service and/or the new water main during the subsequent construction. Before any segment of water main is put in service, the main shall be flushed, pressure tested, sterilized, flushed, and tested safe from bacteria. Adequate fire flows and water distribution within the project area shall be maintained via the existing mains until sufficient new main is put into service.

Wetlands and endangered resources are present on the construction project. Every effort shall be made to protect and not disturb these protected areas. Where a wetland and/or endangered resource disturbance is unavoidable, proper mitigation, per the Wisconsin DNR's requirements, is required.

All traffic control work including, but not limited to: planning, materials, equipment and labor shall be paid under the lump sum item Traffic Control. Traffic Control shall be carefully planned and continuously monitored. Traffic Control shall be in conformance with the latest MUTCD guidelines and Wisconsin MUTCD Supplement for work zone traffic control. **Copies of a written detailed traffic control and detour plan for this project shall be submitted for discussion during the preconstruction meeting.** Advance public notification of details regarding the closure and detours must be submitted to the local news media and major affected properties in advance. Road closures will be allowed during water main construction work, with marked detours. Traffic must be accommodated as much as possible during the work, and/or otherwise detoured. Affected business shall be notified by the contractor well in advance of changes in traffic patterns. The suggested detour route is Stahl Road to South 12th St (CTH KK), to Weeden Creek Road (CTH EE) back to South Business Drive (CTH OK)

EXHIBIT
tabbies
A

2.1.2 Provide adequate notice (a minimum of 3 working days or more) to utility owners of facilities such as poles and anchors that may need to be supported or relocated by them, prior to excavating, and accommodate such needs.

2.1.7 This section shall be deleted (housing for inspectors <u>not</u> required)

2.2.6 All pavements shall be full depth cut. Any adjacent pavement damaged due to construction methods or deficiency of protection shall be removed and replaced, per direction of Engineer, at no additional cost to owner. Refer to City of Sheboygan Department of Public Works Additional Specifications for Construction and Surface Restoration for pavement specifications.

2.2.11 Ten (10%) percent of the surplus excavated material shall be changed to 100% of the surplus excavated material.

2.2.15 Trees and bushes, located within the R/Ws and easements secured for the work shall be saved if possible unless being removed by City or otherwise specified, but if damaged, shall be trimmed if suitable to Engineer. If a tree or bush requires more than minor trimming, the tree or bush shall be removed. The cost of clearing and grubbing shall be incidental to the Contract. If a tree or bush is removed, it shall be replaced per the direction of the City's Forester. Replacement of trees and bushes, are incidental to the contract unless such bid items exist.

2.3.6 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60. General requirements include:

a) A safe means of egress must be located in all trench excavations that are 4 feet or more in depth.

b) Daily inspections of trench, adjacent areas, and protective systems shall be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.

2.6.1 **Granular backfill conforming to Section 8.43.4 shall be used for backfill in all areas shown on the plans,** and in areas were excavated material is deemed not suitable by Engineer

2.6.3 Wherever excavated material is deemed suitable by Engineer for use in place of required <u>granular backfill</u>, a credit of **$10.00 per cubic yard** shall be taken by the Utility for each in place cubic yard of such material required, based on an average width of trench of pipe O.D. plus 36".

2.6.10 Crushed road gravel conforming to Section 8.43.7 shall be used for the top 12" of backfill under and within 18" horizontally of existing pavements or proposed pavements, curbs, parking lots, driveways, and other areas when noted on the plans

2.6.11 Removal and restoration of all pavement, sidewalks, driveways and curb & gutter beyond the City's repaving limits shall be done incidental to water main work, and in accordance with the City's Department of Public Works' requirements. If not specified

City of Sheboygan
Department of Public Works

Additional Specifications for Construction And Surface Restoration

WATER MAIN INSTALLATION

South Business Drive (CTH OK)

Sheboygan Water Utility Project Number 15047
Sheboygan, Wisconsin

Unless otherwise specified, the work under this contract shall be constructed in accordance with the State of Wisconsin *Standard Specifications for Road and Bridge Construction*, Edition 2013 and the *Standard Specifications for Sewer and Water Construction in Wisconsin*, Sixth Edition, December 22, 2003, with all addendums.

NOTIFICATION TO PUBLIC
The Contractor or sub-Contractor shall give all affected residents and businesses a minimum of two working days notification prior to commencing work that would restrict access to their property, and keep them informed of significant changes to that schedule.

Street closures and detours must be coordinated with City Staff and information regarding such to be released to the media for publication two working days before implementing closure and/or detours. See Department of Public Works for list of who must gets notifications.

INSPECTION
All material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and testing by inspectors at any and all times during manufacture and/or construction and at any or all places where such manufacture and/or construction are carried on.

The Contractor shall inform the Engineer at least two working days in advance of proposed work Any work accomplished without inspection or without two working days notice to the Engineer shall be cause for nonpayment of any item.

The Owner shall have the right to reject material and workmanship which are defective or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected without charge thereof, and the Contractor shall promptly segregate and remove the same from the premises The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and testing that may be required by inspectors
Should it be necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination on work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials If such work is found to be defective in any material due to the fault of the Contractor or his sub-Contractors, he shall defray all the expenses of such examination and of satisfactory

DAMAGE TO EXISTING FACILITIES

If the Contractor damages or removes any existing utilities to facilitate their work, such as sanitary sewer mains, sanitary laterals, storm sewer mains, storm laterals and/or catch basin leads, the pipe shall be repaired using ferncos to fasten the new pipe to the existing pipe and/or relay the pipe back to the structure, at discretion of Engineer. New pipe shall be reinforced concrete Class III or PVC SDR-35. Only manufactured bends will be used on a line that needs to go around a structure. It will not be acceptable to miter any lines.

Damages to any other facilities shall be repaired according to the facility owner's requirements

TRAFFIC MARKERS

All existing traffic and regulatory signs and street name signs required to be removed to facilitate the Work, shall be removed and replaced by the City, at no charge to the Contractor. The Contractor shall give the streets division at least two working days notice requesting removal, and again afterwards, to enable the City to replace the signs before removing temporary signs or barricades and/or opening a street to traffic

STREET CLOSING

At least two working days prior to closing any street or intersection or portion of street or street crossing, the Contractor shall notify the following:

Sheboygan Police & Fire Dept.	459-3333
Sheboygan County Sheriff's Dept.	459-3112
Sheboygan Transit	459-3281
Orange Cross Ambulance Service	694-0347

DUST ABATEMENT

The Contractor shall minimize the dispersion of dust from the base or sub-base course during construction operations by the application of water or other approved dust control material when directed to do so by the Engineer. This includes weekends and holidays The cost shall be incidental to the construction contract

WATER SERVICES

Any water service damaged by the Contractor shall be repaired, except if it is galvanized-iron or lead, it shall be replaced with a new copper water service of the same or larger diameter, but in no case less than 1", from the main to and including the corporation, curb stop and box. This work shall be done at the Contractor's expense, unless it is planned for replacement under this contract This work shall meet all state and local plumbing codes. The new stop box shall be placed as shown on drawings or as close as possible to the Code requirement of 2' beyond the right-of-way line, and as directed by the Dept. of Public Works and/or the City Plumbing Inspector.

SAWCUTTING

Wherever a permanent concrete or bituminous repair or replacement is to meet up with an existing pavement, the pavement shall be sawed full depth prior to removal, and if the resultant edge is damaged, shall be re-sawed.

CONCRETE & DRIVEWAY APPROACHES/SIDEWALK

All concrete driveway approaches/sidewalks that are damaged by Contractor shall be replaced with concrete All concrete approaches to driveways, and sidewalks shall be replaced with 7" Portland Cement Concrete approach/sidewalk, Grade "A" mix.

DRIVEWAYS

All driveways that are damaged by Contractor shall be repaired or replaced according to the Engineer's discretion, with the material of original construction, or 7" Portland Cement Concrete, Grade "A" mix

GRADES OF CONCRETE

Any concrete pavement or curb and gutter not placed with a slipform type paver shall be a Grade "C" mix Air-entrained concrete shall be used. The concrete shall contain six (6%) percent (+/- 1%) entrained air. The use of any additives to the concrete, other than an approved air-entraining admixture, shall not be allowed without written consent of the Engineer The grades of concrete used on this project shall be as specified in Section 501.4.3 of the *Standard Specifications* The minimum compressive strength shall not be less than 3500 psi when cylinders are prepared, cured and tested in accordance with ASTM Specifications

LAWN RESTORATION (INCLUDING GRASS PARKWAY)

Four (4") inches of topsoil, seed, fertilizer, and mulch shall be placed where shown on the plans or designated by the Engineer. The topsoil shall be placed in accordance to Section 625 of the *Standard Specifications*. Mulch with tackifier added shall be placed on slopes exceeding one on three. A number forty (40) seed mixture, without the white clover, in accordance with Section 630 of the Standard Specifications shall be used.

FINAL CLEAN UP

Upon completion of the work under this contract, the Contractor shall, at his own expense, remove and dispose of all rubbish and debris (this includes grade stakes) New pavement and adjoining streets shall be mechanically swept if the Engineer deems so. This work shall be incidental to the contract Defects of any nature shall be promptly corrected by the Contractor. Backfill shall not be stored on the Parkway, sidewalks or lawns. Contractor shall not disturb any more lawn or Parkway than is necessary for execution of the work.

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. July 5, 2016.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding between the Town of Wilson, the City of Sheboygan, and the Sheboygan Water Utility regarding installation of water main.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Memorandum of Understanding in form substantially similar to the attached.

_____

suspend

Res pass.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding ("MOU") dated this _____ day of June, 2016 by and among the Town of Wilson, a Wisconsin town ("Town"), the City of Sheboygan, a Wisconsin municipality ("City") and the Sheboygan Water Utility, a Wisconsin utility ("Utility").

Recitals

A. The Utility intends to install 860 feet of water main within the right-of-way on S. Business Drive from Riverdale Avenue to the City's southern boundary, approximately 1,230' north of Stahl Road. The water main would supply potable water and fire protection to City properties within the City's municipal water service area. Attached as Exhibit A and incorporated by reference is the Project Summary ("Project").

B. Pursuant to Wis. Stat. § 196.58(7)(a), the Utility submitted a request to the Town for the Town's approval to install and maintain the water main and appurtenances within the Town's right-of-way along South Business Drive. On April 20, 2016, the Town informed the Utility and the City of its objection to the Project. The dispute has been submitted to the Wisconsin Public Service Commission ("PSC"), Docket 5370-WI-105, for resolution.

C. The Town, City and Utility wish to resolve their dispute without an adjudication by the PSC.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the parties agree, as follows:

1. Town Consent. Subject to the performance of the terms and conditions of this MOU, for which time is of the essence, the Town hereby withdraws its objection to the Project. The Town shall promptly provide the PSC with any additional documents required to withdraw the Town's objection to the Project.

2. Project Performance. Except with regard to the timing of the Project set forth in Section 3, below, the Utility agrees to perform the Project work in accordance with the terms and conditions set forth in Exhibit A, which constitute performance standards. Exhibit A makes reference to Standard Specifications for Sewer and Water Construction in Wisconsin ("Standard Specifications"). The requirements described in Exhibit A and the Standard Specifications are intended to complement and supplement each other. However, if there is an irreconcilable conflict between them, the document imposing the greater responsibility on the contractors shall apply.

3. Traffic Control. Exhibit A describes traffic control during the Project. Among the requirements set forth therein, traffic must be accommodated as much as possible during work. In addition, affected businesses shall be notified by the contractor well in advance of any changes in traffic patterns. The Utility will also require the contractor to provide copies of these notices to the Town Clerk, 5935 S. Business Drive, Sheboygan, Wisconsin 53081 via both

regular mail and email at clerk@townwilson.com. Finally, the Utility agrees to confer with the Town on the provisions of the relevant traffic control plan, once prepared but before implementation. The timing of the Project shall be coordinated with the Sheboygan County CTH OK highway reconstruction project in order to eliminate duplicate road closures and the adverse impact thereof to affected businesses and Town residents.

4. Permits/Approvals. The Utility or its agents shall obtain all necessary federal, state, and county permits and approvals required to perform the Project, and all such permits and approvals are incorporated herein by reference as performance standards.

5. Project Reciprocity. The Utility and City acknowledge the Town's cooperation with the Project as described in this MOU. In consideration for this cooperation, the Utility and City agree not to unreasonably withold similar cooperation to the Town and its sanitary districts for road right-of-way access for Town or sanitary district utility projects. However, Town and sanitary district projects shall comply with then-existing City road project performance standards, and nothing in this Agreement shall exempt the Town and its sanitary districts from obtaining all required permissions in the same manner as any other similarly-situated applicant.

6. Indemnity/Insurance. The Utility and City shall defend, indemnify, and hold harmless the Town, its officers, agents, employees and insurers, from any and all liability, suits, actions, claims, demands, losses, costs, fees, damages and expenses of every kind and description, including attorneys' fees, for claims of any character, including environmental liability and including liability in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained out of the performance of the Project. This indemnity includes any act or omission of the Utility's architect, contractor or subcontractor or any other party directly or indirectly employed by or retained by the contractor or subcontractor. The provisions of this indemnification obligation shall survive termination of this MOU. This indemnification obligation shall not apply to any liability arising solely from or caused solely by the acts or the Town, its officers, agents, or employees.

The Town and its officers, agents and employees shall be named as additional insureds on all insurance policies required by the Utility for the Project. The insurance coverages shall be provided on a primary/non-contributory basis for the additional insureds, for both ongoing and completed operations. If the Town has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to the coverage provided pursuant to the Project.

7. No Liability of the Town. The Town shall have no obligation or liability for any Project responsibilities or any party retained by the Utility for the performance of the Project.

8. Reservation of Rights. Nothing contained in this MOU is intended to be a waiver or estoppel of the Town or its insurer to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80. And nothing contained in this MOU constitutes a waiver of the Town's sovereign immunity or any other immunities provided by law.

9. Disclaimer of Personal Liability of Town Officials. Under no circumstances shall any Town official, officer, employee or agent (together "Town") have any personal liability arising out of this MOU, and no party shall seek or claim any such personal liability. Furthermore, the Town shall have no obligation or liability for any obligations or responsibilities to any lending institution, contractor or subcontractor or any other party involved in the Project.

10. Miscellaneous Provisions. The parties agree to the following additional miscellaneous provisions:

(a) Amendment. This MOU may be amended or modified only in writing approved and by the parties.

(b) Entire Agreement. This MOU, and any written amendments and reference attachments shall constitute the entire agreement among the parties. This MOU may be signed in one or more counterparts, each of which is deemed an original. In addition, this MOU may be signed in facsimile or digital pdf format, which will be deemed the same as an original signature.

(c) Enforcement. If the Town is required to resort to litigation, arbitration or mediation to enforce the terms of this MOU, and if the Town substantially prevails on any claim in the litigation, arbitration, or mediation, the Utility and City, joint and several, shall pay all Town costs, including reasonable attorneys' fees and expert witness fees.

(d) Binding Effect. This MOU is binding upon the parties hereto, as well as their respective heirs, successors and assigns.

(e) No Assignment. The rights and responsibilities of this MOU cannot be assigned without the express prior written approval of each party.

IN WITNESS WHEREOF, the parties have signed this MOU as of the date set forth above.

TOWN OF WILSON

By: _____
John Ehmann, Town Chairperson

Attest:

_____
Georgene Lubach, Town Clerk

CITY OF SHEBOYGAN

By: _____
Mike Vandersteen, Mayor

Attest:

_____
City Clerk

SHEBOYGAN WATER UTILITY

By: _____
Authorized Representative

Attest:

_____
Authorized Representative

WATER MAIN INSTALLATION
PROJECT SUMMARY

South Business Drive (CTH OK)

Sheboygan Water Utility Project Number 15047
Sheboygan, Wisconsin

Information on water main installation and related work is summarized as described below.

This project primarily consists of the installation of approximately 2,575' of 20" water main and appurtenances. The main will be used as transmission to future city development.

After the main has passed pressure and bacteriological testing, any new services shall be installed with copper and connected to the new water main Trench restoration attributed to water main and water lateral construction is to be considered incidental to the water main & lateral work Any removal and disposal of pavement is incidental to water main construction. The Sheboygan Water Utility will independently contract final asphalt paving. The contractor shall prepare the trench for 4" of asphalt. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic. Any temporary asphalt or at grade fill is the responsibility of the contractor and is incidental to water main construction.

The water main work shall be performed with a substantial completion by October 14th, 2016.

The proposed valve layout and tie-ins should give the contractor flexibility in construction sequencing. The contractor shall sequence his work to ensure the integrity of any existing water main still in service and/or the new water main during the subsequent construction. Before any segment of water main is put in service, the main shall be flushed, pressure tested, sterilized, flushed, and tested safe from bacteria. Adequate fire flows and water distribution within the project area shall be maintained via the existing mains until sufficient new main is put into service.

Wetlands and endangered resources are present on the construction project. Every effort shall be made to protect and not disturb these protected areas Where a wetland and/or endangered resource disturbance is unavoidable, proper mitigation, per the Wisconsin DNR's requirements, is required.

All traffic control work including, but not limited to: planning, materials, equipment and labor shall be paid under the lump sum item Traffic Control. Traffic Control shall be carefully planned and continuously monitored. Traffic Control shall be in conformance with the latest MUTCD guidelines and Wisconsin MUTCD Supplement for work zone traffic control. **Copies of a written detailed traffic control and detour plan for this project shall be submitted for discussion during the preconstruction meeting.** Advance public notification of details regarding the closure and detours must be submitted to the local news media and major affected properties in advance. Road closures will be allowed during water main construction work, with marked detours Traffic must be accommodated as much as possible during the work, and/or otherwise detoured. Affected business shall be notified by the contractor well in advance of changes in traffic patterns The suggested detour route is Stahl Road to South 12th St (CTH KK), to Weeden Creek Road (CTH EE) back to South Business Drive (CTH OK)

EXHIBIT
A

WATER MAIN INSTALLATION
SOUTH BUSINESS DRIVE (CTH OK)

Sheboygan Water Utility Project Number 15047
Sheboygan, Wisconsin

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

Perform work in accordance with the other project bidding documents, and the "Standard Specifications for Sewer and Water Construction in Wisconsin" - 6th Edition dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008 as herein further modified:

Part I General Conditions

1.1 19 For items relating to water main materials and construction of water main and appurtenances, Engineer shall be defined as the Superintendent of the City of Sheboygan Water Utility (the Sheboygan Water Utility is also referred to as "Owner" and "Utility"), the Utility's Engineer, and such assistants authorized to represent the Utility.

1.3.5 All requirements of the "Standard Specifications" shall apply except when these provisions, the plans or other Contract documents, specifically adds, alters or clarifies portions of sentences, paragraphs or sections of the "Standard Specifications" and other referenced specifications, standards and codes.

1.5.2 Contractor shall keep all portions of street and sidewalk that are open to traffic free and clear of debris at all times, especially dirt, mud, sand and stones. If contractor fails to keep streets clean, City crews may be called out to clean the streets and Contractor shall be charged for equipment, time, labor, and call-out fee.

1.8.4 Insurance requirements shall be further modified as per **Exhibit A**, herein attached.

1.10.5 Unless otherwise specified, this section shall be deleted

Part II Construction - General

2.1.0 Perform construction within existing R/Ws, and easements and/or construction licenses shown on the plan. Any construction activity (excavating, stockpiling, tree removal, etc) on private property beyond the above-stated limits shall only be with Contractor's receiving prior approval from the corresponding jurisdiction or private property owner.

2.1.1 Underground utilities and structures that might conflict with the location of proposed facilities and require adjustments to the design shall be exposed adequately and far enough in advance of construction, to allow Engineer reasonable time to check for conflicts and make the necessary adjustments, without additional compensation for delays.

2.1.2 Provide adequate notice (a minimum of 3 working days or more) to utility owners of facilities such as poles and anchors that may need to be supported or relocated by them, prior to excavating, and accommodate such needs.

2.1.7 This section shall be deleted (housing for inspectors not required).

2.2.6 All pavements shall be full depth cut. Any adjacent pavement damaged due to construction methods or deficiency of protection shall be removed and replaced, per direction of Engineer, at no additional cost to owner. Refer to City of Sheboygan Department of Public Works Additional Specifications for Construction and Surface Restoration for pavement specifications.

2.2.11 Ten (10%) percent of the surplus excavated material shall be changed to 100% of the surplus excavated material.

2.2.15 Trees and bushes, located within the R/Ws and easements secured for the work shall be saved if possible unless being removed by City or otherwise specified, but if damaged, shall be trimmed if suitable to Engineer. If a tree or bush requires more than minor trimming, the tree or bush shall be removed. The cost of clearing and grubbing shall be incidental to the Contract. If a tree or bush is removed, it shall be replaced per the direction of the City's Forester. Replacement of trees and bushes, are incidental to the contract unless such bid items exist.

2.3.6 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60. General requirements include:

a) A safe means of egress must be located in all trench excavations that are 4 feet or more in depth.

b) Daily inspections of trench, adjacent areas, and protective systems shall be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.

2.6.1 **Granular backfill conforming to Section 8.43.4 shall be used for backfill in all areas shown on the plans,** and in areas were excavated material is deemed not suitable by Engineer.

2.6.3 Wherever excavated material is deemed suitable by Engineer for use in place of required granular backfill, a credit of **$10.00 per cubic yard** shall be taken by the Utility for each in place cubic yard of such material required, based on an average width of trench of pipe O.D. plus 36".

2.6.10 Crushed road gravel conforming to Section 8.43.7 shall be used for the top 12" of backfill under and within 18" horizontally of existing pavements or proposed pavements, curbs, parking lots, driveways, and other areas when noted on the plans.

2.6.11 Removal and restoration of all pavement, sidewalks, driveways and curb & gutter beyond the City's repaving limits shall be done incidental to water main work, and in accordance with the City's Department of Public Works' requirements. If not specified

on the plans or elsewhere, the pavement shall match the thickness of the existing pavement, and in no case be less than 3" for asphalt, 4" for sidewalk, 6" for driveways (and sidewalks crossing driveways), and 7" for pavements. All main line paving will be contracted by others

2.6.12 Backfilling and restoration costs associated with excavations for service work shall be included in the bid items for that work respectively, when such items exist

2 6.14 All backfill, whether granular or excavated, shall be consolidated by **mechanical means**, in compacted lifts of 18" maximum; 12" for clay.

Consolidate all backfill to minimum 95% maximum density as determined by ASTM D698, (Standard Proctor).

Utility shall, at it's expense, contract with an independent firm to perform compaction tests and sieve analysis on granular backfill. Four compaction tests shall be taken within the *first* 400 feet of water main trench, and then two for each *additional* 400 feet of trench or fraction thereof, at locations determined by the Engineer. One sieve analysis shall be performed for every 1000 feet or fraction thereof. **All costs *to accommodate the compaction testing* shall be incidental to the respective work.**

All tests shall be at depths between 2' and 4' below finished grade, with Contractor to re-excavate and properly backfill and compact each test site

2.7.3 All pavement, sidewalks, driveways, curb & gutter, etc. damaged or removed by the Contractor beyond the contract excavation limits, whether deliberate or otherwise, shall be promptly replaced with like construction, cost incidental to the unit price bid for water main construction

2.8 0 Erosion control shall be furnished, installed and maintained throughout the required duration of the work, with the costs of such control incidental to the unit prices bid for the respective work. Erosion control shall conform to the Wisconsin Construction & Materials Manual and Wisconsin Erosion Control Product Acceptability List, developed by the Wisconsin Department of Transportation. Additional requirements may appear elsewhere in the project documents.

2.9.5 Unless otherwise noted on the plans, at reducers, the transition in payment for lineal foot of water main and/or hydrant leads shall be made at the center line of reducer, with half of the laying length paid at the larger diameter and the other half paid at the smaller diameter, when such bid items exist

Incidental Work:

Work specified in this subparagraph is incidental work The following items include cost in unit price bid items identified, but not limited to this or other sections.

1. Excavation:

    a. Include cost of sawing and breaking pavement in unit prices bid for water

City of Sheboygan
Department of Public Works

Additional Specifications for Construction And Surface Restoration

WATER MAIN INSTALLATION

South Business Drive (CTH OK)

Sheboygan Water Utility Project Number 15047
Sheboygan, Wisconsin

Unless otherwise specified, the work under this contract shall be constructed in accordance with the State of Wisconsin *Standard Specifications for Road and Bridge Construction*, Edition 2013 and the *Standard Specifications for Sewer and Water Construction in Wisconsin*, Sixth Edition, December 22, 2003, with all addendums.

NOTIFICATION TO PUBLIC
The Contractor or sub-Contractor shall give all affected residents and businesses a minimum of two working days notification prior to commencing work that would restrict access to their property, and keep them informed of significant changes to that schedule.

Street closures and detours must be coordinated with City Staff and information regarding such to be released to the media for publication two working days before implementing closure and/or detours. See Department of Public Works for list of who must gets notifications.

INSPECTION
All material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and testing by inspectors at any and all times during manufacture and/or construction and at any or all places where such manufacture and/or construction are carried on.

The Contractor shall inform the Engineer at least two working days in advance of proposed work Any work accomplished without inspection or without two working days notice to the Engineer shall be cause for nonpayment of any item.

The Owner shall have the right to reject material and workmanship which are defective or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected without charge thereof, and the Contractor shall promptly segregate and remove the same from the premises The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and testing that may be required by inspectors
Should it be necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination on work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material due to the fault of the Contractor or his sub-Contractors, he shall defray all the expenses of such examination and of satisfactory

reconstruction. If, however, such work is found to meet the requirement of the contract, the actual cost of labor and materials necessarily involved in the removal examination and replacement, plus fifteen (15%) percent, shall be allowed the Contractor, and he shall, in addition, if completion of the work has been delayed thereby be granted a suitable extension of time and account of the additional work involved. After all requirements for work covered under this section are met, the Contractor will go over all the projects with the Dept. of Public Works and Water Utility. Their approval will constitute final acceptance for the work covered under these specifications.

FORM CHECK

Before any base material, concrete pavement, concrete curbs and gutter, concrete sidewalk, or bituminous pavement is placed, the forms and subgrade shall be checked by a representative of the Department of Public Works However, the responsibility of maintaining forms true to line and grade shall be the responsibility of the Contractor. At least two working days notice shall be given for any form or subgrade check or placement of bituminous concrete. Placement of any materials within these forms or upon any subgrade without field inspection shall be cause for nonpayment of item.

TRAFFIC CONTROL/BARRICADES

A Traffic Control Plan with routing, signage, and lane closures shall be coordinated with the Public Works Departments and the Sheboygan Water Utility prior to construction.

The Contractor shall furnish and maintain, in operative condition, all necessary signs, barricades and lights to protect the work and the safety and convenience of the traveling public. The cost of furnishing, installation and no less than daily maintenance of signs, lights and the barricades shall be incidental to the construction contract, unless otherwise allowed for. Traffic control and routing shall be coordinated with Sheboygan Police, Sheboygan Water Utility, and Public Works Departments before and during construction

Adequate signage, barricades, and traffic control devices are the responsibility of the Contractor.

TRAFFIC SIGNAL & STREET LIGHT DISRUPTION

Traffic signal and/or street light disruption, if any, shall be coordinated with the City Police and Public Works Departments. All damage to electrical conduit, loop detectors, signals or other electrical devices caused by Contractor will be replaced with same or equal. Specifications to be approved by Engineering staff. Costs to be borne by Contractor.

EMERGENCY MAINTENANCE AND PROTECTION

The Contractor shall give to the Engineer the telephone number of a responsible person in his organization that can be contacted in case of an emergency. Should an emergency arise that could endanger the public, and the responsible party cannot be reached, or Contractor does not respond or rectify the situation in a timely manner, the City will attempt to correct the situation. A one hundred ($100.00) dollar call-out fee plus any costs incurred by the City in correcting any dangerous situation will be billed to the Contractor or deducted from his final payment, if not paid.

DAMAGE TO EXISTING FACILITIES

If the Contractor damages or removes any existing utilities to facilitate their work, such as sanitary sewer mains, sanitary laterals, storm sewer mains, storm laterals and/or catch basin leads, the pipe shall be repaired using ferncos to fasten the new pipe to the existing pipe and/or relay the pipe back to the structure, at discretion of Engineer. New pipe shall be reinforced concrete Class III or PVC SDR-35. Only manufactured bends will be used on a line that needs to go around a structure. It will not be acceptable to miter any lines.

Damages to any other facilities shall be repaired according to the facility owner's requirements

TRAFFIC MARKERS

All existing traffic and regulatory signs and street name signs required to be removed to facilitate the Work, shall be removed and replaced by the City, at no charge to the Contractor. The Contractor shall give the streets division at least two working days notice requesting removal, and again afterwards, to enable the City to replace the signs before removing temporary signs or barricades and/or opening a street to traffic.

STREET CLOSING

At least two working days prior to closing any street or intersection or portion of street or street crossing, the Contractor shall notify the following:

Sheboygan Police & Fire Dept.	459-3333
Sheboygan County Sheriff's Dept.	459-3112
Sheboygan Transit	459-3281
Orange Cross Ambulance Service	694-0347

DUST ABATEMENT

The Contractor shall minimize the dispersion of dust from the base or sub-base course during construction operations by the application of water or other approved dust control material when directed to do so by the Engineer. This includes weekends and holidays. The cost shall be incidental to the construction contract.

WATER SERVICES

Any water service damaged by the Contractor shall be repaired, except if it is galvanized-iron or lead, it shall be replaced with a new copper water service of the same or larger diameter, but in no case less than 1", from the main to and including the corporation, curb stop and box. This work shall be done at the Contractor's expense, unless it is planned for replacement under this contract. This work shall meet all state and local plumbing codes. The new stop box shall be placed as shown on drawings or as close as possible to the Code requirement of 2' beyond the right-of-way line, and as directed by the Dept. of Public Works and/or the City Plumbing Inspector.

SAWCUTTING

Wherever a permanent concrete or bituminous repair or replacement is to meet up with an existing pavement, the pavement shall be sawed full depth prior to removal, and if the resultant edge is damaged, shall be re-sawed.

GRAVEL BASE COURSE

There shall be placed under all concrete and/or bituminous pavement, and curb and gutter a roller compacted gravel base with a thickness of twelve (12") inches. The gravel and granular sub-base shall be eighteen (18") inches thick outside all pavements, or as specified on the construction plans, and compacted to form a good solid base for the forms or equipment.

The gravel shall be mixed and placed in accordance with the State of Wisconsin Department of Transportation *Standard Specifications*. The gravel shall be gradation #2, maximum aggregate size of three-quarter (3/4") inch. Drainage during and after graveling shall be maintained

TEMPORARY BITUMINOUS CONCRETE PAVEMENT, DRIVEWAY & WALK

If temporary road patch is required due to road conditions, install a two (2") inch bituminous surface course gradation #4 crushed gravel or limestone if available, otherwise use bituminous cold patch. The bituminous course shall conform to the *Standard Specifications*.

TIE-BARS

Tie-bars shall be installed in all joints, including where a Portland Cement Concrete pavement, base or curb & gutter is being placed next to an existing Portland Cement Concrete pavement, base or curb & gutter. They shall be #6x12" epoxy coated, and placed not less than 3' on center. **Tie-bars are not required where the existing base is brick or where bituminous pavement will over lay the concrete.**

BITUMINOUS CONCRETE PAVEMENT

The bituminous shall be replaced to the same thickness as the existing bituminous, using surface course gradation #4. If the existing bituminous depth was greater than 2", a binder course(s) shall first be installed, before the surface course. The bituminous course(s) shall conform to the *Standard Specifications*.

CONCRETE CURB AND GUTTER, CONCRETE CURB

All concrete curb and gutter that is damaged by Contractor shall be replaced with concrete. Curbs shall be depressed at driveways and at locations designated on the plans or by the Engineer for handicap ramps. There will be no additional compensation for depression of the curb. It is to be understood that State Statutes require handicap ramps at all intersections. Curb and gutters shall be of the same size and type as the existing.

CONCRETE SIDEWALKS

All concrete sidewalks that are damaged by Contractor shall be replaced with concrete. All concrete sidewalks, except those adjacent to driveways and alleys, shall be replaced with not less than the existing depth, and in no case less than four (4") inches (6" when or where shown on plans) of Portland Cement Concrete grade "A". All walks and ramps shall be placed in the location as directed by the Engineer. The material and depth of handicap ramps will be the same as for the adjacent Portland Cement Concrete sidewalk

CONCRETE & DRIVEWAY APPROACHES/SIDEWALK

All concrete driveway approaches/sidewalks that are damaged by Contractor shall be replaced with concrete. All concrete approaches to driveways, and sidewalks shall be replaced with 7" Portland Cement Concrete approach/sidewalk, Grade "A" mix.

DRIVEWAYS

All driveways that are damaged by Contractor shall be repaired or replaced according to the Engineer's discretion, with the material of original construction, or 7" Portland Cement Concrete, Grade "A" mix.

GRADES OF CONCRETE

Any concrete pavement or curb and gutter not placed with a slipform type paver shall be a Grade "C" mix. Air-entrained concrete shall be used. The concrete shall contain six (6%) percent (+/- 1%) entrained air. The use of any additives to the concrete, other than an approved air-entraining admixture, shall not be allowed without written consent of the Engineer. The grades of concrete used on this project shall be as specified in Section 501.4.3 of the *Standard Specifications* The minimum compressive strength shall not be less than 3500 psi when cylinders are prepared, cured and tested in accordance with ASTM Specifications.

LAWN RESTORATION (INCLUDING GRASS PARKWAY)

Four (4") inches of topsoil, seed, fertilizer, and mulch shall be placed where shown on the plans or designated by the Engineer. The topsoil shall be placed in accordance to Section 625 of the *Standard Specifications*. Mulch with tackifier added shall be placed on slopes exceeding one on three. A number forty (40) seed mixture, without the white clover, in accordance with Section 630 of the Standard Specifications shall be used.

FINAL CLEAN UP

Upon completion of the work under this contract, the Contractor shall, at his own expense, remove and dispose of all rubbish and debris (this includes grade stakes). New pavement and adjoining streets shall be mechanically swept if the Engineer deems so. This work shall be incidental to the contract. Defects of any nature shall be promptly corrected by the Contractor. Backfill shall not be stored on the Parkway, sidewalks or lawns. Contractor shall not disturb any more lawn or Parkway than is necessary for execution of the work.

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. July 5, 2016.

A RESOLUTION authorizing the Director of Planning & Development to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to HUD Community Development Block Grant (CDBG) program.

WHEREAS, the Department of Planning and Development administers the City's CDBG program and city staff complete environmental reviews as required by federal regulation.

WHEREAS, every project receiving federal CDBG funds requires an environmental review to be completed;

WHEREAS, HUD allows the Common Council to authorize additional Certifying Officers for the signing of environmental reviews.

RESOLVED: That the Common Council authorizes the Director of Planning and Development to have the authority of the certifying officer as it relates to environmental reviews.

Lies over

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. July 5, 2016.

A RESOLUTION authorizing the submittal of a grant application to the U.S. EPA Area-Wide Brownfields Planning Grant for the Indiana Avenue corridor.

WHEREAS, the City of Sheboygan recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of Sheboygan Common Council has declared its intent to complete the planning activities described in the application if awarded funds; and

NOW, THEREFORE BE IT RESOLVED that the City of Sheboygan Common Council request funds and assistance from the U.S. EPA Area-Wide Brownfields Planning Grant and will comply with the appropriate rules for the program, and Mayor and City Clerk to act on behalf of the City of Sheboygan and the Redevelopment Authority.

_____

Lies over

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

GRANT INFORMATION FORM

Department: Department of Planning & Dev DATE: 6-28-16

Grantor Agency: US EPA

☑ Federal ☐ State ☐ Other

Grant Name: Area-Wide Brownfield Assistance

Grant Number: _____ Grant Amount $ 200,000 Matching Funds $ 0

Program & Number: _____ Federal CFDA # 66.814

Matching Funds available in account number: _____

Purpose of the Grant

City staff time would be in-kind match and possible property acquisition maybe match, however the grant does not require a match.

Person preparing grant proposal: Chad Pilsher (Signature)

Department Head approving grant proposal: Chad Pilsher (Signature)

Council Document Number approving grant submission: _____ Please Attach

III

Res. No. _____ - 16 - 17. By Alderperson Wolf. July 5, 2016.

A RESOLUTION authorizing the City of Sheboygan to purchase replacement production equipment for the Cable TV studio.

WHEREAS, the studio tricaster and related accessories will be replaced at a cost not to exceed $27,950, and

WHEREAS, the studio broadcast server will be replaced at a cost not to exceed $33,500, and

WHEREAS, the Cable TV Production Coordinator has obtained quotes for the items previously mentioned to be purchased, and

WHEREAS, the quotes were obtained from vendors currently used by the Cable TV station WSCS for its production equipment, and

WHEREAS, the quote for the tricaster is from Safe Harbor Computers and associated accessories from B&H, Tally-Lights, LLC, Markertek, and Full Compass, and

WHEREAS, the quote for the broadcast server is from TelVue, and

WHEREAS, the Information Technology Director has reviewed quotes.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to purchase replacement production equipment for the Cable TV studio not to exceed a total of $61,450.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Cable TV Fund Account No. 27058110-642400 in payment of same.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res __-16-17, A Resolution authorizing the purchase of replacement equipment for the Cable TV (WSCS) studio and transfer the appropriate funds from the Cable TV Fund Balance to the Cable TV Audio/Visual GL Account.

REPORT PREPARED BY: David Augustin, Information Technology Director

REPORT DATE: June 22, 2016 **MEETING DATE:** July 11, 2016

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	$61,450
Budgeted Revenue:	$61,450

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

Broadcast Server Replacement - $33,500

The broadcast server and associated equipment that generates and sends the TV signal to the networks is 10+ years old. The system can only broadcast in standard definition and has little integration capability with other sources. The other issue is the current server can only utilize Charter's I-Net (coaxial based) network for sending its signal to the Charter main office. WSCS is the only user of that network with Charter indicating that it will be someday retired. The suggested replacement will have the capability to broadcast over fiber and take advantage of the fiber ring that is being installed for the City. The server will also have the capability to add other feeds to send signals to multiple sources which opens an opportunity for expense sharing if other municipalities would be open to collaborating together. There is an incentive for a $2,500 trade-in for the existing equipment pending on the timing of purchase.

Studio Equipment Replacement - $27,950

The tricaster control system and associated equipment is used in directing and filming productions in the WSCS studio. This equipment is also dated in it capabilities. The upgrade will allow for the capability of virtual production sets (green screen), feature rich embedding capabilities to cut down on editing time, and the ability to include videos and replays. With other planned upgrades in the Council Chambers and mobile unit(s), event coverage is much easier and integrated to provide a more professional broadcast. Such an example would be covering live election results or covering a sports event.

Both options will provide messaging capabilities that can interact with our community calendar and website.

Funds were set aside in the 2016 capital budget for such upgrades.

STAFF COMMENTS:
The equipment used in the WSCS studio for production programming is 20+ years old. Some of the equipment dates back to the start of the station which was in 1982. The age of the equipment makes it hard to find replacement parts and/or general support. When equipment fails a "creative" solution many times needs to be done that can ultimately affect the quality of the broadcast.

The present fund balance of the Cable TV Fund is $1,028,440.

ACTION REQUESTED:
Motion to approve Res __-16-17 to transfer the appropriate funds from the Cable TV Fund Balance to the 2016 Cable TV Audio/Visual GL Account and purchase replacement equipment for Cable TV WSCS as requested.

ATTACHMENTS:

I. Res __-16-17
II. CIP Form – Cable TV Studio Equipment Replacements
III. CIP Form – Broadcast Server Replacement

CAPITAL IMPROVEMENT REQUESTS
2017 - 2021

Project Title:	Broadcast Server Replacement
Department:	Cable TV
Budgetary Fund:	Cable TV Fund Balance
Account Number:	Communication Equipment

JUSTIFICATION

The server and associated equipment that generates and sends the TV signal to the networks is 10+ years old. The system can only broadcast in standard definition and has little integration capability with other sources such as our community calendar and website. The suggested replacement will have the capability to broadcast over fiber and take advantage of the fiber ring that is being installed for the City. It also has messaging capabilities that can interact with our community calendar and website. The server will also have the capability to add other feeds to send signals to multiple sources.

Discussion of Operating Cost Impact:

This request is being made for 2016 although the 2017 capital form is being used. The yearly maintenance of $3,750 is added for support. The existing server no longer comes with support. There is also a partnership with the school district so support costs will be shared. Hardware discounts will also be evaluated by purchasing via the school district for educational reductions in price. The requested price is worst case scenario.

Item Replace

Model	TelVue
Make/Model	Server
Age	10

Disposition	(Check one box)
Trade-In	✓
Sale/Auction	
Transfer	
Salvage	

DEPARTMENT OPERATING COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
Personnel Services	$ 0.00					$ 0.00
Supplies						$ 0.00
Services	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 18,750.00
Utilities						$ 0.00
Other						$ 0.00
Total	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 18,750.00

DEPARTMENT REVENUE SUMMARY

	2017	2018	2019	2020	2021	TOTAL
Trade-In	$ 2,500.00					$ 2,500.00
Fund Balance	$ 31,000.00					$ 31,000.00
BID						$ 0.00
BID						$ 0.00
BID						$ 0.00
Total	$ 33,500.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 33,500.00

DEPARTMENT COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
Planning						$ 0.00
Land Acquisition						$ 0.00
Purchase	$ 33,500.00					$ 33,500.00
Construction						$ 0.00
Other						$ 0.00
Total	$ 33,500.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 33,500.00

CAPITAL IMPROVEMENT REQUESTS
2017 - 2021

Project Title:	Cable TV Studio Equipment Replacements
Department:	Cable TV
Budgetary Fund:	Cable TV Fund Balance
Account Number:	Audio Visual Equipment

JUSTIFICATION

The equipment used in the WSCS studio for production programming is 20+ years old. Some of the equipment dates back to the start of the station which was in 1982. The age of the equipment makes it hard to find replacement parts and/or general support. When equipment fails a "creative" solution many times needs to be done.

The long term goal of the TV station is to increase its advertising base for revenue by producing high quality productions. The equipment upgrade main ticket items are three camera replacements and the tricaster control system. The upgrade will allow for the capability of virtual production sets (green screen), feature rich embedding capabilities to cut down on editing time, and the ability to include videos and replays.

Discussion of Operating Cost Impact:

This request is for 2016 but is being submitted on the 2017 form. The equipment that will be replaced with be sold via auction or donated. Due to the age of the equipment, it is difficult to say how much revenue will be generated.

Yearly support for the equipment will be $3,300.

Item Replace

Model	Various
Make/Model	
Age	20+

Disposition	(Check one box)
Trade-In	
Sale/Auction	✓
Transfer	
Salvage	

DEPARTMENT OPERATING COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
Personnel Services	$ 0.00					$ 0.00
Supplies						$ 0.00
Services	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 16,500.00
Utilities						$ 0.00
Other						$ 0.00
Total	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ 16,500.00

DEPARTMENT REVENUE SUMMARY

	2017	2018	2019	2020	2021	TOTAL
Fund Balance	$ 27,950.00					$ 27,950.00
BID						$ 0.00
BID						$ 0.00
BID						$ 0.00
BID						$ 0.00
Total	$ 27,950.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 27,950.00

DEPARTMENT COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
Planning						$ 0.00
Land Acquisition						$ 0.00
Purchase	$ 27,950.00					$ 27,950.00
Construction						$ 0.00
Other						$ 0.00
Total	$ 27,950.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 27,950.00

III

Res. No. ____ - 16 - 17. By Alderperson Thiel. July 5, 2016.

A RESOLUTION amending Res. No. 76-15-16, as amended by Res. No. 4-16-17, which established an Emergency Planning and Preparedness Committee, so as to further modify the membership of that committee.

WHEREAS, the Sheboygan County Emergency Government Director and the Health Officer for the Sheboygan County Division of Health provide knowledge and background for the Emergency Planning and Preparedness Committee; and

WHEREAS, Gen. Ord. No. 6-16-17 was approved by the Common Council on June 20, 2016, permitting the Sheboygan County Emergency Government Director and the Health Officer for the Sheboygan County Division of Health to serve on the Emergency Planning and Preparedness Committee regardless of their status as a resident of the City of Sheboygan.

NOW, THEREFORE, BE IT RESOLVED: That the committee shall be comprised as follows:

Mayor
Deputy Fire Chief
Police Captain of Administration
City Administrator
City Attorney
Superintendent of Streets and Sanitation
Director of Parking and Transit
Director of Human Resources and Labor Relations
Information Technology Director
Wastewater Treatment Plant Superintendent
Water Utility Superintendent
Sheboygan County Emergency Government Director
Health Officer for the Sheboygan County Division of Public Health

PPS

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 16 - 17. By Alderperson Belanger. July 5, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Case 590SN Tractor Loader Backhoe machine from Miller, Bradford & Risberg in the amount of $115,652.00 for the Department of Public Works Motor Vehicle Division

WHEREAS: The Sheboygan Dept. of Public Works is in need of a replacing a 19 year old tractor loader backhoe with a new unit having a higher capacity and the capability to perform heavier tasks and has included the expenditure in its 2016 budget.

WHEREAS: The Public Works Department physically trialed offerings from several manufacturers and has determined that the Case 590SN meets or exceeds the current requirements and;

WHEREAS: This equipment is included in the nationwide contract offered by the National Joint Powers Alliance (NJPA) and membership in NJPA allows the City to purchase the equipment without the need for competitive bidding while assuring that the City receives the lowest pricing available.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Bradford & Risberg Inc. in the amount of $115,652.00 for the purchase of a Case 590SN including delivery. The current 19 year old tractor will be sold at auction following receipt of the new equipment.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #70136100-641100 in payment of same.

Pub Wks.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of a Tractor Loader Backhoe

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: June 29. 2016 **MEETING DATE:** July 12, 2016

FISCAL SUMMARY:

Budget Line Item:	70136100-641200
Budget Summary:	Motor Vehicle Fund
Budgeted Expenditure:	$ 115,652.00
Budgeted Revenue:	$ 115,000.00

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
This resolution authorizes the department to purchase a Case Tractor Loader Backhoe from Miller, Bradford and Risberg Inc. The equipment is listed on the National Joint Powers Alliance (NJPA) Contract which allows the City to purchase the unit without the need for competitive bidding and assures the lowest available pricing.

STAFF COMMENTS: This unit will replace a similar albeit slightly smaller unit that the Department has owned since 1997. The Department is in need of a larger unit with higher capacities to perform the work required in an efficient and effective manner. In order to assure the new machine will fulfill its needs, the Department physically trialed machines from several manufacturers. The Case 590SN was chosen as the machine most capable to perform the work required. The 19 year old current tractor will be sold at auction following receipt of the new unit. The new unit has a projected life of 15-20 years. The Department owns several pieces of Case brand equipment and has found it to be both dependable and durable.

ACTION REQUESTED:
It is the recommendation of the Department that the Public Works Committee approves this request and support passage of the Resolution. Total cost is $115,652.00 including setup and delivery.

ATTACHMENTS:

Res. __-16-17

III

4.7

Res. No. _____ - 16 - 17. By Alderpersons Bohren and Heidemann. July 5, 2016.

A RESOLUTION authorizing signing an easement for mini-storm sewers.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for a mini-storm sewer in the following lot:

James J. Scholten, 3324 S. 11th St.

P.W.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this _____day of _____, 2016, by Angelo A. Scholten, personal representative for James J. Scholten who resided at 3324 S. 11th Street, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-309180
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this _____day of _____, 2016.

_____
Angelo A. Scholten
Personal Representative of James J. Scholten
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this ____day of _____, 2016, James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

_____
Notary Public-Sheboygan County
My commission expires _____

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this _____day of _____, 2016, by James J. Scholten residing at 3324 S. 11th Street, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

ANGELO A. SCHOLTEN, PERSONAL REP FOR JAMES J SCHOLTEN WHO RESIDED AT...

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-309180
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 7 day of June, 2016.

ANGELO A
Angelo A. Scholten, Personal Representative
~~James~~ J. Scholten P R
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7th day of June, 2016. James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jon Clark
Jon Clark
Notary Public-~~Sheboygan County~~ Sheboygan County
My commission expires 1-18-20

JON CLARK NOTARY PUBLIC STATE OF WISCONSIN

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use

16 MAY 17 P4:51

IN THE MATTER OF THE ESTATE OF

James Joseph Scholten

☐ Amended

Domiciliary Letters

☒ Informal Administration
☐ Formal Administration

Case No. 16IN53

To: Angelo A. Scholten
172 Harmsen Ave.
Waupun, WI 53963

The decedent, with date of birth 12/16/1963 and date of death 04/24/2016, was domiciled in Sheboygan County, State of Wisconsin.

You are granted domiciliary letters with general powers and duties of a personal representative.

You are authorized to administer the estate as required by law.

Other

(Seal)

LETTERS ISSUED BY:

☐ Circuit Court Judge ☐ Circuit Court Commissioner ☒ Probate Registrar

Paul J. Callan
Name Printed or Typed

May 17, 2016
Date

Form completed by (Name)	
Angelo A. Scholten	
Address	
172 Harmsen Ave., Waupun, WI 53963	
Telephone Number	Bar Number (If any)
920-324-9616	

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF [illegible] FILE AND OF RECORD IN THIS [illegible] HAS BEEN COMPARED BY ME. I FURTHER CERTIFY THAT THESE LETTERS ARE OF FULL FORCE AND EFFECT AS OF THIS DATE.

ATTEST

REGISTER
SHEBOYGAN COUNTY CIRCUIT COURT

PR-1216 10/16 Domiciliary Letters (Informal Administration and Formal Administration) §§856.21 and 865.08, Wisconsin Statutes

This form shall not be modified. It may be supplemented with additional material.

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 27-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends Beverage Operator's License #1238 be denied based upon her failure to accurately reveal all relevant convictions on his license application, her record of violations related to the licensed activity and her record as a repeat law violator.

peg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 27-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends Beverage Operator's License #1227 be denied based upon his failure to accurately reveal all relevant convictions on his license application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

Peg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred to R. O. No. 27-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends Taxicab Driver License application #0854 be denied based upon his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the committee.

reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

INDIVIDUALS

II

Other Matters

6.4

R. O. No. 27 - 16 - 17. By CITY CLERK. May 16, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2018.

Law & Lic
6/6/16 - grant all licenses except hold Hill, Komorowski, Lange, Charles, Prey.
6/20/16 - hold Hill, Lange, Prey grant Komorowski Charles
7/5/16 - deny Hill, Lange, Prey

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018)

No.	Name	Address
1218	Cassabaum, Allen W.	2748 N. 11th St., #1
5779	Gill, Stephanie L.	1639 N. 28th St.
1234	Hauke, David A.	910 Indiana Ave., #10
1242	Henning, Rachel M.	818 Sixth St., Kiel;
1487	Herber, James L.	1914 Manor Pky.
1227	Hill, Justin A.	W2640 Miley Rd., Sheb. Falls
1233	Hill, Kay F.	611 N. Water St., #610
1264	Holzer, Danielle M.	W6921 Kettleview Rd., Plymouth
1220	Komorowski, Marie A.	1616 Bell Ave.
1238	Lange, Tiffany M.	2601 S. 17th St.
1259	Lee, Wa	1303 N. 47th St.
1248	Mauer, Patrick T.	W2596 Cty. Rd. OO, Oostburg
1268	Pauly, Grant T.	1711 N. 1st St.
1247	Reichgeld, Emily A.	16 Beechwood Dr.
8267	Schulze, Amanda M.	962 Weeden Creek Rd.
8063	Spader, Jonathan S.	2514 S. 9th St.
1213	Stowers, Kyle T.	966 Broadway ST., #B, Sheb. Falls
8718	Theune, Kimberly A.	1902 Camelot Blvd.
1235	Troullier, Dana M.	2334 N. 29th St.
1225	Vervelde, Caitlin J.	N1910 Dulmes Rd., Cedar Grove
1221	Votaw, Malayna A.	1325 New York Ave.
1620	Wunrow, Douglas V.	1622 S. 8th St.

BEVERAGE OPERATOR'S LICENSE (RENEW)(June 30, 2018)

No.	Name	Address
5206	Anderson, Teresa L.	2319 Pennsylvania Ave.
7322	Arnsmeier, Dean M.	4622 N. 50th St.
5222	Ashburn, John S.	2720 S. 14th St.
7407	Baird, Jerry E.(Club)	557 Upper Rd., Kohler
7164	Bath, Sherry A.	2509 N. 28th St.
8079	Batres, Edgar D.	2227 Terrace View Dr.
1114	Bower, Karen A.	N6508 W Cty. Rd. A, Greenbush
9903	Charles, Steven A.	619 Huron Ave., #2
5840	Coenen, William F. (Club)	4106 N. 46th St.
6458	Daun, Duane R.(Club)	928 Wisconsin Ave., #317
8026	Dickert, Allen R.	1726 Barrett St.
0640	Dickie, Samantha J.	1910 N. 12th St.
2574	Dietz, Jean M.	721 Geele Ave.
1194	Duby, Cherie L.	2404 N. 22nd St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
0596	Farr, Ashley L.	1406 Superior Ave.
8384	Fischer, Cindy L.	826 N. Evans St.
1400	Gosse, Thomas J.	2614 Black Fox Ct.
4026	Graf, James J.	607 Sommer Dr.
8941	Grovogel, Dale A. (Club)	1827 N. 20th St.
6916	Gruenke, Rebecca M.	1412 Union Ave.
7112	Gutschow, Tyson R.(Club)	4881 Dennwood Dr.
7409	Husa, Darrel F.(Club)	1934 N. 6th St.
3550	Jellish, James M. (Club)	N8160 Big Lake Ln., Sherwood
8692	Jensen, Kurt R.	3218 N. 8th St.
1574	Johnston, Janet	1628 S. 19th St.
2073	Kapellen, Sandra J.	1633 Indiana Ave.
8594	Klabechek, Kenneth A.	704 Forest Blvd., Sheb. Falls
6080	Kohls, Steven P.	4030 N. 29th St.
2620	Krueger, Janet L.	2126 S. 14th St.
5443	Leichtnam, Tammy A.	24 Ashwood Dr.
4767	Lessard, Susan J.	5016 Moenning Rd.
1781	Lukonen, Kathryn A.	3012 N. 21st St.
2989	Markelz, Michael B.	1830 Georgia Ave.
7941	Maurer, Dale L.	2917 S. 15th St.
8878	McDonald, Brittany J.	1746 Camelot Blvd.
3376	Methfessel, Terrence J.	3004 S. 18th St.
3365	Meyer, Wendy K.	1209 Humboldt Ave.
4496	Pentek, Mary Jo	1720 Wilson Ave.
2863	Proue, Bonnie L.	2218 N. 23rd St.
8892	Querio, Elizabeth W.	2003 N. 22nd St.

8612	Repphun, Peter J.	N6850	Swallow Dr.
5050	Richter, Koren L.	1823	Cambridge Ave.
9709	Scheibl, Stacy J.	3742	Enterprise Dr.
0380	Schoen, Henry	1714	Hilltop Dr.
9721	Schuette, Thomas F.	W6490	Aurora Rd., Plymouth
6454	Senkbeil, Gregory A.(Club)	820	N. 28th St.
7318	Strean, Charles E. (Club)	4136	North Field Dr.
2736	Teetzen, Bradley R.	307	Riverhills Dr., Sheb. Falls
8024	Theune, Shawn L.	1902	Camelot Blvd.
4801	Toston, Jolene L.	1903	Union Ave.
0612	Vanderweele, Brandon T.	610	Zimbal Ave.
5810	Wagner, Elizabeth A.	2116	Meadowland Dr., #204
0429	Wallander, Gavin L.	14019	Cty Rd. F, Newton
9846	Waraich, Celia M.	N6233	Woodland Rd.
7319	Weimer, Thomas J.(Club)	1127	Bell Ave.
9652	Whitaker, Casey A.	2211	Henry St.
9627	Wilke, Glenn J. (Club)	4022	Hazelnut Ct.
8028	Ziegelbauer, Robert J.	N8540	Lakeshore Rd.
7486	Zschetzsche, Brian A.(Club)	4029	N. 29th St.

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2016)

No.	Name	Address
1252	Beyer, Daniel Peter	1735 N. 25th St.
0854	Prey JR., Robert H.	1628 N. 15th St.

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred, pursuant to R. O. 46-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends Taxicab Driver's License application #5224 be denied based upon his failure to accurately reveal all relevant convictions on his license application, his record of violations related to the licensed activity and his record as a repeat law violator.

Rec.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred Res. No. 41-16-17 by Alderperson Lewandoske to rescind Gen. Ord. No. 1-15-16, reducing the number of Sheboygan alderperson from the current sixteen (16) down to ten (10) for the 2018-2019 council year and instead hold a binding referendum to allow the citizens of Sheboygan to vote on this; recommends that the document be placed on file.

reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

III

9.1

Res. No. 41 - 16 - 17. By Alderperson Lewandoske. June 20, 2016.

A RESOLUTION to rescind Gen. Ord. No. 1-15-16, reducing the number of Sheboygan alderpersons from the current sixteen (16) down to ten (10) for the 2018-2019 council year and instead hold a binding referendum to allow the citizens of Sheboygan to vote on this.

WHERE AS: The constitution of the United States grants U.S. citizens the right to vote for who they want to represent them in public office.

WHERE AS: The citizens of Sheboygan should have the right to vote on how many alderpersons they want to represent them, so I am asking the Sheboygan Common Council to hold a referendum on this change.

Law & Lic file

Scott Lewandoske

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By STRATEGIC FISCAL PLANNING. July 5, 2016.

Your Committee to whom was referred Res. No. 45-16-17 by Alderperson Donohue authorizing the issuance of the City of Sheboygan's 2016 Strategic Plan Community Survey; recommends that the Resolution be passed.

reg.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XIII

III DIRECT REFERRAL

Res. No. 45 - 16 - 17. By Alderperson Donohue. June 30, 2016.

A RESOLUTION authorizing the issuance of the City of Sheboygan's 2016 Strategic Plan Community Survey.

WHEREAS, the Common Council is interested in updating its Strategic Plan, and

WHEREAS, the Common Council would like to receive input from the citizens of the City of Sheboygan, and

WHEREAS, city staff has drafted a community survey for the Common Council's consideration.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan approves the 2016 Strategic Plan Community Survey.

BE IT FURTHER RESOLVED: That city staff is authorized to promote and distribute the Strategic Plan Community Survey.

Strategic Fiscal Planning

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 9-16-17 by Alderperson Donohue repealing and recreating Section 2-221 of the Municipal Code, related to normal working hours; recommends passing the Ordinance.

reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.1

Gen. Ord. No. 9 - 16 - 17. By Alderperson Donohue. June 20, 2016.

AN ORDINANCE repealing and recreating Section 2-221 of the City of Sheboygan Municipal Code, related to normal working hours.

WHEREAS, constituents and customers increasingly expect to be able to conduct city business throughout the business day; and

WHEREAS, there is a need for some level of flexibility in determining normal working hours based upon personnel needs, costs, and customer expectations; and

WHEREAS, it is appropriate to delegate to the City Administrator the authority to set working hours for departments throughout the city.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 2-221 of the Sheboygan Municipal Code, entitled "Working hours," is repealed and recreated to read as follows:

"Sec. 2-221. *Working hours.*

The City Administrator shall set normal working hours for city hall. He may, in his discretion, change such hours from time to time as needed to balance customer needs, personnel issues, and costs. Whenever he makes a change in working hours he shall provide reasonable notice of the change to employees and the general public."

Law + Lic.
approve.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Mylynne Nowlen

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20___.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 10-16-17 by Alderperson Hou-Seye amending Section 10-102 of the Municipal Code, entitled "Retail 'Class A' licenses" so as to increase the number of Retail "Class A" liquor licenses that may be issued in the City of Sheboygan; recommends passing the Ordinance.

reg

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.2

Gen. Ord. No. 10 - 16 - 17. By Alderperson Hou-Seye. June 20, 2016.

AN ORDINANCE amending Section 10-102 of the City of Sheboygan Municipal Code, entitled "Retail 'Class A' licenses" so as to increase the number of Retail "Class A" liquor licenses that may be issued in the City of Sheboygan.

WHEREAS, the City of Sheboygan has voluntarily limited the number of Retail "Class A" licenses that may be issued in the City; and

WHEREAS, that limit has not been increased in at least 20 years; and

WHEREAS, an increase in interest in such licenses suggests the limit be increased from 12 to 15.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 10-102 of the Sheboygan Municipal Code, entitled "Retail 'Class A' licenses" is amended in subsection (d) therein so as to read as follows:

"Sec. 10-102. *Retail "Class A" licenses.*

. . .

(d) No "Class A" liquor licenses shall be issued during any license year if such license shall increase the number of "Class A" liquor licenses in force beyond a total of 15.

. . ."

Law & Lic approve

A

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20___.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. ____ - 16 - 17. By Alderperson Thiel. July 5, 2016.

AN ORDINANCE placing a stop sign at the northeast and southwest corners of North 10th Street and Lincoln Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound traffic and eastbound traffic on Lincoln Avenue to stop at the intersection of North 10th Street and Lincoln Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PP&S.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

7.1

R. O. No. _____ - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

Law & Lic

City Clerk

CHANGE OF AGENT

Kerry Martens is being replaced as agent at the Piggly Wiggly on South Business Dr. by Michael Frederick effective immediately.

CHANGE OF PREMISE

No.	Name	Address
3117	Harbor Lights	434 Pennsylvania Ave. - one-day event to be held 7/21/16 to include current premise and the surrounding sidewalk around building that will be blocked off to keep guest in the perimeters.
3117	Harbor Lights	434 Pennsylvania Ave. - two-day event to be held 7/29 to 7/30 to include current premise and surrounding area in the blocked off area.
3186	Suscha's Bar	1054 Pennsylvania Ave. - one-day events to be held 8/20/16 and 9/4/16 to include current premise and the entire parking lot.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)(NEW)

No.	Name	Address
1090	Ahrnsbrak, Amanda M.	1617 N. 21st St.
1166	Bartel, Tiffany A.	2820 S. 16th St.
5314	Beaumont, Victoria M.	2319 Calumet Dr.
1096	Bonilla, Celene	2923 S. 16th St.
1068	Buchanan, Schuyler J.	4241 Cty Rd. 1
8993	Burg, Christine A.	711 Superior Ave.
1099	Cosey, Irenita M.	1503 John Ct.

1127	Crowe, Brian F.	625	Geele Ave.
8459	Dekker, Jeremy J.	1703	Illinois Ave., #105
1131	Derrick, Danelle C.	422	Washington Ct.
1155	Devoe, Alyssa L.	1232A	S. 9th St.
1043	Diaz, Vanessa	1016B	St. Clair Ave.
5169	Drier, Lacey J.	1430	Mehrtens
1063	Eberle, Amanda M.	N8336	Willow Rd. Upper, Elkhart Lake
1124	Flegel, Lauri A.	1523	N. 7th St.
5873	Flipse, Chad M.	6631	Leona Ln.
1121	Garcia, Tanya L.	902	Fairview Dr., Plymouth
3439	Gotchy, Mary B.	1250	Columbus Ave.
1100	Green, Alexandra K.	1407	Filed Tree LN., Oostburg
1074	Hiebing, John G.	765	River Meadows Dr., Sheb. Falls
1089	Hinneberg, Thomas A.	1508	Meadow Ct., Port Washington
6975	Hoffmann, Debra S.	W3926	Orchard Rd., Elkhart Lake
1128	Huegerich, Amy	520	S. Colonial Pkwy, Saukville
6042	Hurrie, Kathryn A.	5314	Bluebell Ct.
1094	McGuire, Brittany D.	628	Erie Ave., #4
1048	McKinster, Nathan C.	6509	Paradise LN., Sheb. Falls
1064	McTrusty, Lance Brian	715	N. 10th St.
0302	Meins, Jonathan M.	1210A	Superior Ave.
1117	Nelson, David L.	328	S. 2nd St.
1085	Nokes, Allison L.	223	Prospect Ave.
1076	Owensby Jr., Michael D.	725	Kentucky Ave., #A
5729	Passmore, Michelle L.	819	Clara Ave.
6573	Repinski, Dale R.	3830	Koehn Ave.
1040	Revels, Ashley E.	4325	Morningview Ct., #K101
9958	Rice, Justin J.	1338	School Ave.
1056	Somers, Elisha A.	717	Madison Ave., Howards Grove
1150	Stenson, Robin R.	165	East Shore Dr., Random Lake
1095	Tachick, Stephanie M.	2519	S. 15th St.
1123	Taubel, Brian S.	1624	St. Clair Ave.
9880	Velez, Leon A.	1132	Lincoln Ave.
1067	Vertin, Christy L.	2332	Carmen Ave., #5E
8945	Vreeke, Erin M.	620	S. *th St., #106
9796	Warwick, Emily-Rose L.	225	N Main St., #14, Sheb. Falls
1065	Wickland, Susan T.	729	Caitol Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)(RENEW)

No.	Name	Address	
9869	Alexandroni, Dustin J.	639	Monroe St., #103, Sheb. Falls
6414	Babler, Elizabeth M.	1503	Division Ave.
0526	Badura, Thomas J.	4718	Winship Circle
0431	Becker, Sara C.	2324	Broadway Ave.
7881	Black, Abigail E.	3431	N. 10th St., #712
0721	Bloedow, Jomon K.	1813	N. 2nd St.
7570	Coronado, Juan D.	1608	Bell Ave.
3756	Devriend, Therese K.	1513	S. 14th St.
0404	Diener, Daniel J.	3830	S. 11th St.

9706	Dolson, Bailey E.	531	S. 8th St.
0737	Gierach, Suzanne M.	1411	Wisconsin Ave.
0375	Gill, Harjinder S.	624	N. 7th St., Oostburg
0664	Gottsacker, Nathaniel D.	1345	Lincoln Ave.
1450	Halverson Jr., Richard W.	1511	N. 8th St.
0480	Heyman, Jaime J.	N7699	Lakeshore Rd.
0658	Hulbert, Tracy L.	1612	N. 7th St.
0401	Kalk, Gary A.	720	Roosevelt Ave., Howards Grove
0394	Klingbeil, Travis L.	1523	N. 7th St.
1659	Koelpin, Daniel C.	3939	S. 12th St.
8875	Kramer, Renee A.	2526	Mandy Circle
4981	Kraus, Thomas J.(Club)	1705	N. 15th St.
2897	Kruse, Janet L.	1926	N. 9th St.
0476	Lawrenz, Randy G.	1008	Swift Ave.
8475	Lensink, Amanda L.	1132	N. 9th St.
0427	Manning, Craig T.	W3943	Cty. Rd. U, Plymouth
8947	Marsellis, Lynn M.	3227	S. 11th St.
5354	McGeary, Scott A.	932	N. 37th St.
9799	Minglana, Fernando C.	1530	N. 9th St.
0594	Mueller, Benjamin J.	814	Indian Mound Rd.
0506	Munro, Ian E.	1015	Elm St., Cleveland
8963	Nitsch, Ralph J.	3833	S. 18th St.
9552	O'Connor, Kaylee S.	1020	S. 12th St., #212, Manitowoc
0624	Penke, Justin P.	1212A	N. 11th St.
9842	Quintero, Anna L.	134	lake Ct.
4445	Rabideaux, Deana M.	2215	N. 29th St.
9927	Ramirez, Maria I.	1411	N. 4th St.
9583	Roehrborn, Becky J.	2027	N. 7th St.
0724	Rolloff, Lisa M.	2614	S. 15th St.
0357	Schultz, Laura K.	406	Vollrath Blvd.
0623	Slimmer, Parker M.	6431	Hidden Fields Ct.
7356	Stiller-Devoe, Lynda S.	13	Elmwood Dr.
8958	Stockinger, Debra J.	74	Lighthouse Ct.
7634	Stokdyk, Jesse L.	W1445	Meadowview Ct., Oostburg
0479	Tempas, Christine S.	131	Cherry St., Sheb. Falls
0698	Thompson, Nicholas R.	6443	N. 54th St., Milwaukee
0366	Tichy, Chanda M.	1744	S. 14th St.
0657	Tullberg, Daniel J.	1728	S. 14th St.
0518	Van De Loo, Cory J.	1529	N. 10th St.
8588	Vandersande, Jenna L.	1909	S. 10th St.
6180	Vervelde, Kim M.	522	Wilson Ave., #8
8663	Whitcomb, Stacy L.	2425	N. 10th St.
5113	Wilson, Rachael L.	603	Leavens Ave., Sheb. Falls
1902	Woelffer, Margo M.	85	Lincoln Ave.
4658	Wolowski, Carla L.	1813	N. 2nd St.
0444	Zaletel, Marye E.	2312	Calumet Dr.
9726	Zastrow Jr., Michael L.	4227	Cty Rd. A

TAXI CAB LICENSE (December 31, 2016)

No.	Name	Address
1133	Butler, Eva M.	1921 Garfield Ave.
1116	Feigum, Winton L.	3319 River Bluff Dr.
1083	Majdub, Husein G.	1825 S. 8th St.
1132	Mitchell, Daniel H.	909 Ontario Ave., #D15